



# Nature & Découvertes

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General Terms and Conditions of Sale 03/2016 OCTOBER 2016

[www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu)

Nature & Découvertes - Public limited company with board of directors and share capital of €57,561,400.00 - 1, avenue de l'Europe - 78117 Toussus-le-Noble Versailles Trade and Companies Register no. 378 702 674 - VAT: FR 933 787 026 74 - Telephone: +33 (0)1.39.56.01.47 – Fax: +33 (0)1.39.56.91.66 – \*Customer services: tel: +44 (0)12 2397 6693 Email: [clientsupport@nature-et-decouvertes.com](mailto:clientsupport@nature-et-decouvertes.com)

Ts & Cs no. 03/2016 – October 2016

## Table of Content

|  |          |
|--|----------|
| <b>1. Preface</b> .....  | <b>5</b> |
| <b>2. Modifications</b> .....  | <b>5</b> |
| <b>3. Duration of validity of General Terms and Conditions of Sale</b> .....   | <b>5</b> |
| <b>4. Customer's acceptance</b> .....  | <b>5</b> |
| <b>5. Intellectual property</b> .....  | <b>5</b> |
| <b>6. Disputes - Applicable law</b> .....  | <b>6</b> |
| <b>6.1 Personal data protection policy</b> .....   | <b>6</b> |
| 6.1.1 Data controller .....  | 6        |
| 6.1.2 National Commission on Informatics and Liberty formalities .....   | 6        |
| 6.1.3 Purpose of data collection and processing .....  | 6        |
| 6.1.4 Recipients of personal data .....  | 7        |
| <b>6.2 Trusted Shops buyer protection - see Article 7 for more details</b> .....   | <b>7</b> |
| <b>6.3 Customer rights</b> .....   | <b>7</b> |
| <b>6.4 Cookies</b> .....   | <b>7</b> |
| <b>6.5 Marketing emails</b> .....  | <b>8</b> |
| <b>7. General Terms and Conditions of Online Sales at <a href="http://www.natureetdecouvertes.com">www.natureetdecouvertes.com</a> (excluding Marketplace) products)</b> ..... | <b>8</b> |
| <b>7.1 Products</b> .....  | <b>8</b> |
| 7.1.1 Information .....  | 8        |
| 7.1.2 Offer validity .....   | 8        |
| 7.1.3 Product and offer compliance .....   | 9        |
| 7.1.4 Availability .....   | 9        |
| 7.1.5 Sale of wines or other alcoholic drinks to minors prohibited .....   | 9        |
| <b>7.2 Price</b> .....   | <b>9</b> |
| 7.2.1 Availability .....   | 9        |
| 7.2.2 Transfer of property .....   | 9        |
| <b>7.3 Ordering</b> .....  | <b>9</b> |
| 7.3.1 Customer data .....  | 9        |
| 7.3.2 Order incompleteness .....   | 10       |
| 7.3.3 Payment of processing and delivery fees .....  | 10       |
| 7.3.4 Order confirmation .....   | 10       |
| 7.3.5 Order completion .....   | 11       |
| 7.3.6 Proof of order .....   | 11       |

|   |           |
|---|-----------|
| 7.3.7 Order cancellation .....  | 11        |
| <b>7.4 Payment .....</b>  | <b>11</b> |
| 7.4.1 Validation.....   | 11        |
| 7.4.2 Customer's solvency .....   | 11        |
| 7.4.3 Payment method .....  | 11        |
| <b>7.5 Delivery.....</b>  | <b>12</b> |
| <b>7.6 Reception - reservations .....</b>   | <b>13</b> |
| 7.6.1 Conditions.....   | 13        |
| 7.6.2 Product compliance .....  | 13        |
| <b>7.7 Right of withdrawal .....</b>  | <b>13</b> |
| 7.7.1 General .....   | 13        |
| 7.7.2 Terms of right of withdrawal .....  | 13        |
| 7.7.3 Returns.....  | 13        |
| 7.7.4 Refunds .....   | 14        |
| 7.7.5 Exceptions to right of withdrawal.....  | 14        |
| <b>7.7 Returning products deemed defective upon reception.....</b>  | <b>14</b> |
| 7.7.1 Prerequisites .....   | 14        |
| 7.7.2 Terms in Metropolitan France, Monaco and Germany .....  | 15        |
| <b>7.8 Product guarantee .....</b>  | <b>15</b> |
| 7.8.1 Legal and commercial guarantees .....   | 15        |
| 7.8.2 Legal compliance guarantee .....  | 15        |
| 7.8.3 Legal guarantees against hidden defects .....   | 16        |
| 7.8.4 Commercial guarantee .....  | 16        |
| 7.8.5 Using the commercial guarantee in Metropolitan France and Monaco .....  | 17        |
| 7.8.6 Using the commercial guarantee in Germany .....   | 17        |
| 7.8.7 Using the commercial guarantee outside of Metropolitan France, Monaco and Germany .....   | 17        |
| <b>7.10 Exemption from responsibility.....</b>  | <b>18</b> |
| <b>7.11 Signature and proof .....</b>   | <b>18</b> |
| <b>7.12 Customer reviews .....</b>  | <b>18</b> |
| 7.12.1 Customer's responsibility .....  | 18        |
| 7.12.2 Review verification and moderation .....   | 19        |
| 7.12.3 Principle of reproduction .....  | 19        |
| 7.12.4 Deletion/modification of a review .....  | 19        |
| <b>7.13 Responsibility .....</b>  | <b>20</b> |
| <b>8 General Terms of Use for Marketplace Customers on <a href="http://www.natureetdecouvertes.eu">www.natureetdecouvertes.eu</a> .....</b> | <b>20</b> |

|  |           |
|--|-----------|
| <b>8.1 Ordering</b> .....  | <b>20</b> |
| <b>8.2 Price/Payment</b> .....   | <b>21</b> |
| <b>8.3 Order confirmation</b> .....  | <b>21</b> |
| <b>8.4 Delivery</b> .....  | <b>21</b> |
| <b>8.5 Right of withdrawal</b> .....   | <b>22</b> |
| <b>8.6 Disputes – Challenges</b> .....   | <b>22</b> |
| <b>8.7 Legal guarantees</b> .....  | <b>23</b> |
| <b>8.8 Seller evaluation</b> .....   | <b>23</b> |
| <b>8.9 Intellectual property</b> .....   | <b>23</b> |
| <b>8.10 Responsibility</b> .....   | <b>23</b> |
| <b>8.11 Personal data</b> .....  | <b>24</b> |
| <b>8.12 Partial nullity</b> .....  | <b>24</b> |
| <b>9 Provisions valid in store and on <a href="http://www.natureetdecouvertes.eu">www.natureetdecouvertes.eu</a></b> ..... | <b>24</b> |
| <b>9.1 Mediation</b> .....   | <b>24</b> |
| <b>9.2 Terms and conditions of use of the "Store to Web" (online ordering in store)</b> .....                              | <b>24</b> |
| <b>9.3 Terms and Conditions of Use of the ROUND IT UP service</b> .....  | <b>25</b> |
| 9.3.1 Definition.....  | 25        |
| 9.3.2 Terms of use of service.....   | 25        |
| 9.3.3 Two possibilities offered to the customer:.....  | 25        |
| 9.3.4 The donation can be made through the following payment methods: .....  | 25        |
| 9.3.5 Transfer of donation.....  | 25        |
| 9.3.6 Complaints.....  | 25        |
| <b>10 Terms and conditions of use of gift cards</b> .....  | <b>26</b> |
| <b>10.1 Object</b> .....   | <b>26</b> |
| <b>10.2 Acquisition</b> .....  | <b>26</b> |
| <b>10.3 Value</b> .....  | <b>26</b> |
| <b>10.4 Validity and terms and conditions of use</b> .....   | <b>26</b> |
| <b>10.5 General provisions</b> .....   | <b>26</b> |

## 1. Preface

These General Terms and Conditions of Sale, from the company Nature & Découvertes, define the rights and responsibilities of Nature & Découvertes and of the Customer within the context of the sale of products and services by Nature & Découvertes. The Customer is considered to accept the entirety of the provisions included in these terms and conditions unreservedly. Nature & Découvertes commits to respecting its role as a reseller – except with regard to the Marketplace – within the framework of these terms and conditions, which apply to the exclusion of all other terms and conditions.

It is stated that for the entirety of these General Terms and Conditions, the Customer should be understood as a Consumer, as defined in French law no. 2014-434 of 17th March 2014.

## 2. Modifications

Nature & Découvertes reserves the right to modify these General Terms and Conditions of Sale. Any new version of these terms and conditions will be signalled in advance on the website.

Customers who do not wish their contractual relations to be governed by the new version of the General Terms and Conditions of Sale must notify Nature & Découvertes of this.

They will have to stop using the services of Nature & Découvertes as soon as the new terms and conditions come into effect.

## 3. Duration of validity of General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply for as long as the services offered by Nature & Découvertes are online.

## 4. Customer's acceptance

For any natural person or legal person, the act of ordering or purchasing a service or product affected by these terms and conditions implies full acceptance and adherence to these General Terms and Conditions of Sale; this is expressly understood by the Customer, who agrees, in particular, not to recognise any contradictory document, which would be void by Nature & Découvertes.

Regarding bookings and purchases made on the website and in accordance with the French law of 13th March 2000 on the adaptation of laws of evidence to information technology and regarding electronic signatures, an electronic signature in the form of a "double click", combined with the authentication and non-repudiation procedure and with message integrity protection, has the value of a signature that demonstrates the Party's consent to the obligations that result from this act.

The contract is considered to be made at the second click during order confirmation.

## 5. Intellectual property

All texts, comments, work, illustrations or images reproduced or represented on the website [natureetdecouvertes.eu](http://natureetdecouvertes.eu) are strictly subject to copyright and intellectual property laws. On this basis, and in accordance with the provisions of the French Intellectual Property Code, only private use is permitted, subject to different provisions, which may be more restrictive than the Intellectual Property Code. Any total or partial reproduction or representation of the website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu) or of some or all of the items on the Nature & Découvertes website is strictly prohibited.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of intellectual property rights.

Moreover, Nature & Découvertes remains the owner of all intellectual property rights to research, designs, models, prototypes, etc., carried out (even at the request of the Customer) for the purpose of providing a service to the Customer. The Customer is therefore forbidden from reproducing or using the aforementioned research, designs, models, prototypes, etc., without the prior express written permission of Nature & Découvertes, who may require financial compensation.

Any corporate names, brands or distinctive signs reproduced on the Nature & Découvertes website are protected by trademark laws. The reproduction or representation of all or part of the aforementioned signs is strictly prohibited, unless under prior written agreement from the brand owner.

## 6. Disputes - Applicable law

These terms and conditions are governed by French law.

When translated into another or several other languages, only the French text is legally binding in the event of a dispute.

In the event of a dispute, the Customer must first consult Nature & Découvertes in order to reach an amicable solution.

If no amicable solution is found, any disputes will be submitted to the competent courts under conditions of ordinary law.

### 6.1 Personal data protection policy

When navigating our site, the Customer may be required to provide us with personal data. We thank customers for their trust and include here information on the use of their data and on their rights.

#### 6.1.1 Data controller

The personal data controller is the company Nature & Découvertes, the details of which are mentioned in these terms and conditions and in the legal notices on the website.

#### 6.1.2 National Commission on Informatics and Liberty formalities

The personal data processing on our website has been subject to a declaration to the *National Commission on Informatics and Liberty* with reference number 1216223.

#### 6.1.3 Purpose of data collection and processing

Information regarding the Customer is necessary to manage their order and the commercial relationship between them and the company (deliveries, invoices, after-sale service).

This information is also kept for security reasons, to respect legal and regulatory obligations and to enable us to improve and personalise the services and information aimed at the Customer.

This personal data can also be used for marketing purposes, either with the Customer's express consent or within the limits allowed by the law. This personal data may also be used to satisfy our legal and/or regulatory obligations

#### 6.1.4 Recipients of personal data

The recipients of the personal data collected on our website are firstly us, Nature & Découvertes, so that we can process orders and manage Customer relations. The other recipients of this personal data are, where necessary, our payment service providers or payment security providers, our carriers and our commercial partners. In cases where the law requires it, the Customer's consent is requested; an opt-out option is provided before any data transmission.

#### 6.2 Trusted Shops buyer protection - see Article 7 for more details

Within the framework of the "Trusted Shops" label, and only for Nature & Découvertes products and services – excluding the Marketplace – the Customer may take out buyer protection; in this case, the Customer's personal data will be transmitted to the company Trusted Shops.

Details of the Trusted Shops data protection policy are consultable at the following address: <http://demoshop.trustedshops.com/en/Privacy-Policy/>.

Within the framework of the Trusted Shop label, the information collected enables us to request the Customer's opinion on their purchase. This information is of the following nature:

- Order reference
- Total inc. tax and shipping fees
- Customer email address
- payment method
- Currency (Euro by default)

#### 6.3 Customer rights

In accordance with the French data protection law of 6th January 1978, the customer has the right to access, rectify and oppose personal data concerning them. The Customer must simply write an email or letter to Nature & Découvertes customer services department, indicating their name, email address and, if possible, customer reference number.

In accordance with current regulations, any letter must be signed and accompanied by a photocopy of a piece of ID that carries the signature of the Customer and must specify the address to which any reply should be sent. This will be sent within 2 months of the request being received.

#### 6.4 Cookies

Our website is designed to be particularly attentive to the needs of our Customers. For this reason, Nature & Découvertes uses cookies from [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu) in order to improve the personalised service aimed at the Customer.

These are small text files recorded on the hard disk of website users. The cookies used on our website allow Nature & Découvertes to:

- offer the best possible user experience by improving the way the website works;
- analyse our audience anonymously. This data enables us to carry out analyses in order to provide you with an increasingly high-quality service.

The list of cookies used is accessible directly on our website. The list of third-party cookies is not exhaustive. It varies according to the partners with which Nature & Découvertes is working.

Nature & Découvertes strives to ensure that the cookies collected by its partners are used exclusively for the needs of the website [natureetdecouvertes.eu](http://natureetdecouvertes.eu).

The majority of cookies are intended to allow or facilitate the Customer's site navigation and are necessary for our online shop to work. Those own or third-party cookies that are not completely necessary for the website to work require express consent from the Customer. The Customer may express their consent or opposition to the use of cookies by configuring their device accordingly.

The sending of direct marketing emails is subject to the Customer's prior consent.

Nature & Découvertes subscribes to the professional code of conduct of the French Federation of Distance Selling Businesses and commits to respecting its charter.

### 6.5 Marketing emails

If the Customer does not wish to receive any more marketing emails, they may notify us at any time by one of the following means:

- clicking on the unsubscribe link in any email
- sending an email to the Customer Services department

## 7. General Terms and Conditions of Online Sales at [www.natureetdecouvertes.com](http://www.natureetdecouvertes.com) (excluding Marketplace) products)

Nature & Découvertes is approved by the Trusted Shops quality label.



Trusted Shops, the leading European company for the certification and auditing of e-commerce sites, guarantees you a totally safe purchase. Nature & Découvertes and 10,000 other online shops in Europe fulfil the Trusted Shops quality criteria and can therefore display the Trusted Shops label. This label is an extra guarantee that your consumer rights will be respected when you buy from our website. Trusted Shops also gives you the possibility to insure your purchases by taking out buyer protection, at no extra cost.

### 7.1 Products

#### 7.1.1 Information

On its website, Nature & Découvertes presents the products on sale and their detailed descriptions, in compliance with article L 111-1 onwards of the French Consumer Code regarding mandatory precontractual information.

#### 7.1.2 Offer validity

The offers presented by Nature & Découvertes are only valid subject to stock availability. Nature & Découvertes reserves the right to modify the range of products available, their dispatch time and their prices.



### 7.1.3 Product and offer compliance

The products on offer are compliant with current French legislation and regulations that apply in France. Any photographs or visuals that illustrate the products on offer may vary slightly in appearance from the actual products.

### 7.1.4 Availability

The products are available at the prices and under the conditions indicated while they are visible on the website.

When an order is made for several products where each product has a different dispatch time, the latest time will count for the delivery of the whole order.

### 7.1.5 Sale of wines or other alcoholic drinks to minors prohibited

In accordance with article L3342-1 of the French Public Health Code, which stipulates that the sale of alcoholic drinks to minors is forbidden, the Customer certifies that they are of legal drinking age when ordering any alcoholic drink on the website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu).

Nature & Découvertes reserves the right to request a copy of the Customer's ID and to cancel any order made by anyone under 18 years of age.

## 7.2 Price

### 7.2.1 Availability

Prices are indicated on the product pages in euros with all taxes included and without any other fees, including packaging and postage; the additional sums to be charged for these fees will be indicated in the basket.

The prices are subject to French VAT and any change to the legal VAT rate will automatically affect the price of the products offered on the Nature & Découvertes website on the date stipulated by the decree implementing the new rate.

For delivery outside of Metropolitan France and Monaco, the provisions of the French General Tax Code regarding VAT shall apply.

### 7.2.2 Transfer of property

Nature & Découvertes retains full ownership of the products sold until full payment of the sums owed by the Customer for their order, including fees and tax.

## 7.3 Ordering

### 7.3.1 Customer data

The Customer must check that the information concerning billing and shipping addresses they provide to Nature & Découvertes are correct and exhaustive.

The shipping address must be located in:

- Austria
- Belgium
- Bulgaria

- Denmark
- Spain
- Estonia
- Finland
- Metropolitan France, including Monaco
- Germany
- Greece
- Hungary
- Ireland
- Iceland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Norway
- Netherlands
- Poland
- Portugal
- Czech Republic
- Romania
- United Kingdom
- Slovakia
- Slovenia
- Sweden

Nature & Découvertes shall not be held responsible for any errors in information entry and their consequences, such as a delivery delay or error. In this case, Nature & Découvertes will cancel the order and refund the Customer the price of the ordered product; the processing and delivery fees remain at the expense of the Customer.

#### 7.3.2 Order incompleteness

Nature & Découvertes shall not be held responsible for the incompleteness of an order due to cases of force majeure in the sense accepted by the courts.

#### 7.3.3 Payment of processing and delivery fees

Nature & Découvertes reserves the right to charge the client a fixed-rate contribution that corresponds to the order preparation and delivery costs; these amounts will be indicated in the basket.

#### 7.3.4 Order confirmation

In accordance with the French law of 13th March 2000 on the validity of electronic signatures and with the provisions of the French law of 17th March 2014, the Customer's communication of their identity, postal details and bank details and the "double click" procedure through "order and pay" represent the recognition and acceptance of these terms and conditions and the submission of the order.

By clicking on the "Order and pay" button during the order process, the Customer declares to have accepted the entirety of these General Terms and Conditions of Sale unreservedly and, in particular, recognises their duty to pay.

### 7.3.5 Order completion

The Customer:

- will receive an order confirmation email that will contain all the information that must be communicated to the Customer to comply with the provisions of French law no. 2014-434 of 17th March 2014;
- will be notified by email of the processing status of their order, which will be delivered on the date and/or within the time specified.

### 7.3.6 Proof of order

The data recorded by Nature & Découvertes constitutes the proof of all the transactions carried out between Nature & Découvertes and the Customer. The filing of order forms and invoices will be made on a reliable and durable backup media, which can legally be produced as evidence in any dispute.

### 7.3.7 Order cancellation

Nature & Découvertes reserves the right to cancel or refuse any order from a Customer with whom there is an existing dispute regarding payment for a prior order.

## 7.4 Payment

### 7.4.1 Validation

The Customer's bank card will be debited upon dispatch of the order by Nature & Découvertes.

### 7.4.2 Customer's solvency

Nature & Découvertes reminds the Customer of their duty to pay and recommends them to check the solvency of their account before validating their order on the website.

Nature & Découvertes reminds the Customer that any payment by bank card passes through a secure system and that no bank card number will be preserved in their files.

Nature & Découvertes reserves the right to suspend any order processing or delivery in the event where a financial institution refuses to authorise the payment.

Nature & Découvertes has implemented an order verification procedure in order to ensure that no one uses the bank details of someone else without the account holder's knowledge.

Nevertheless, the Customer is reminded that Nature & Découvertes shall not be held responsible for any misuse or fraudulent use of any payment method which goes undetected by the verification procedure.

### 7.4.3 Payment method

To pay for an order, the Customer chooses one of the available payment methods, about which they will have information from the beginning of the order process, namely: Paypal, bank card.



For residents of Metropolitan France and Monaco:

Payment in 3 instalments with no fees via bank card starting from €100 purchase (inc. tax).

Our partner Oney Banque offers the Facility Pay finance solution, which allows Customers to pay for their purchases between €100 and €2,000 (inc. tax) in three instalments with no fees using their bank card.

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Ts & Cs no. 03/2016 – October 2016

This offer is reserved to individuals who are adult natural persons, tax residents of Metropolitan France or Monaco and hold a bank card whose expiry date is later than the end of the duration of the chosen finance option.

Cards that use systematic authorisation, such as Electron or Maestro, e-cards, Indigo cards and American Express are not accepted. Having finished their order, the Customer must simply click on the "payment in 3 instalments with no fees using bank card" button. They will then be redirected to our partner's website, which will display a detailed summary of their order and a personalised finance request, which the Customer must then validate. The Customer must enter their personal information, read the terms and conditions of payment in instalments with no fees, then notify of their acceptance electronically via the corresponding tick box.

The Client recognises that the "double click" combined with the tick box regarding their awareness of the terms and conditions represent their consent to take out this service and constitute irrevocable unreserved acceptance of the terms and conditions of the service provided by Oney Banque. The contract will be automatically filed by Banque Accord and the Customer will be able to access it by written request.

In the absence of evidence to the contrary, the data recorded by Oney Banque constitutes proof of the transactions made between the Customer and Banque Accord.

If the Customer requests a no-fee finance solution from Oney Banque, information about their order will be transmitted to Oney Banque, which will use it in order to study their request and grant, manage and recover the credit.

Oney Banque reserves the right to accept or refuse this request for finance with three instalments.

This service is available between 5:30am and 11:30pm from Monday to Saturday (excluding bank holidays).

Facility Pay is a financing solution offered by Oney Banque, a public limited company with share capital of €50,786,190 - Head office: 40 avenue de Flandre 59170 Croix – Lille Métropole Trade and Companies Register 546 380 197 – Orias no.: 07 023 261

– [www.orias.fr](http://www.orias.fr) – Correspondence: CS 60006 - 59895 Lille cedex 9 – [www.oney.fr](http://www.oney.fr). Payment in full

Payment must be made in full upon ordering, in the absence of any specific offer indicated on the website. Under no circumstances shall the sums cashed be considered a deposit or payment on account.

In particular, Nature & Découvertes reserves the right to carry out a delivery or honour an order from a Customer who has paid none or only part of a previous order, or with whom there is an ongoing payment dispute.

## 7.5 Delivery

The Customer may choose from different delivery options depending on the destination country, weight and/or volume of the products, keeping in mind that a signature is required upon delivery of orders of more than €100 inc. tax. (not including handling and delivery fees).

The products will be delivered in the time mentioned on the product page.

Home delivery: delivery will be made to the address indicated by the Customer on the order form; it is the Customer's responsibility to mention all useful information regarding delivery. Nature & Découvertes shall not be held responsible should a delivery not be completed in the event where the Customer provides incomplete and/or inaccurate information.

When an order contains several products and these have different delivery dates, the overall delivery date will be based on the latest of these dates; however, Nature & Découvertes reserves the right to split up the deliveries, subject to sending an email notification to the Customer.

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Ts & Cs no. 03/2016 – October 2016

Only the sums for the dispatched products will be debited from the Customer's account.

The Customer will only be charged once for handling and delivery fees per order.

Should there be a delivery delay, the Customer can invoke the provisions of article L138-2 of the French Consumer Code in order to cancel their order.

In the event where the Customer receives their order after cancellation, they can return it, in its entirety and in its original state, and they will be refunded, including the initial delivery fees and return fees, when Nature & Découvertes receives the package.

The order will be considered to be complete when the Customer has paid for the total of the products purchased and for their share of the shipping fees and when all products have been delivered.

## 7.6 Reception - reservations

### 7.6.1 Conditions

Without prejudice to the Customer's right of withdrawal as detailed in article 7.7 and legal guarantees explained in article 7.9, any anomaly noticed upon delivery (damage, missing products from order and/or from delivery note, damaged packaging, broken products, etc.) must be mentioned by the Customer to Nature & Découvertes (Customer Services\*) within 7 (seven) days of delivery in writing, by email or by post (date as postmark).

For hand deliveries to the Customer, with or without signature, any reservations or anomalies must also be mentioned on the delivery note.

### 7.6.2 Product compliance

The products on offer on the Nature & Découvertes website are covered by the legal compliance guarantee as described in article 7.9 of these General Terms and Conditions.

## 7.7 Right of withdrawal

### 7.7.1 General

In accordance with article L121-20 of the French Consumer Code, the Customer can invoke their right of withdrawal within fourteen (14) days of the date of reception of the good(s) ordered.

When the order is for several products delivered separately, the 14-day withdrawal period begins on the date the final product is delivered.

### 7.7.2 Terms of right of withdrawal

The right of withdrawal is exercised at the Customer's discretion; the Customer must notify Nature & Découvertes with a clearly worded statement within the aforementioned time limit.

For this purpose, the Customer shall notify their decision to Nature & Découvertes via post or email to our Customer Services\* department.

Any modification made online will generate a receipt confirmation from Nature & Découvertes.

In the event of a dispute, it is the Customer's responsibility to prove that they have correctly exercised their right of withdrawal within the legal time limit.

### 7.7.3 Returns

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Ts & Cs no. 03/2016 – October 2016

Following the Customer's notification of right of withdrawal, they shall have a new period of 14 days in which to proceed to return the products, in perfect condition for resale (undamaged, clean, with all original accessories, documents, etc.) to the following address:

Nature et Découvertes  
Service e-commerce  
BP 36  
78315 Maurepas Cedex 1  
France

The Client should also include the withdrawal slip with the package and keep a copy for their records.

The refund will only be carried out by the Customer Services department within the legal time limits and according to the terms of article 7.7.4.

#### 7.7.4 Refunds

Refunds will be made, via Customer Services only, to the same payment method used by the Customer to pay for their order, excluding for payments made by virtual bank card, in which case the refund will be made by cheque.

Provided that they have informed the Customer, Nature & Découvertes reserves the right to withhold the refund until receipt of the product or of proof of posting.

No refund will be made if the returned product(s) is/are incomplete and/or are not in perfect resale condition, as mentioned in article 7.7.3.

The Customer will be refunded the amount of the returned products and the initial handling and delivery fees, based on the cheapest delivery method offered upon ordering.

In the case where an order is returned just partially, no shipping fees will be refunded, as these fees are set for the whole order.

#### 7.7.5 Exceptions to right of withdrawal

The right to cancel does not apply to the following kind of contracts:

- Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalised
- Contracts for the supply of goods which are liable to deteriorate or expire rapidly
- Contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery
- Contracts for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items
- Contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery
- Contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications

## 7.7 Returning products deemed defective upon reception

### 7.7.1 Prerequisites

Only returns of products with no signs of use and with all included pieces, accessories and instructions will

be accepted by Nature & Découvertes.

#### 7.7.2 Terms in Metropolitan France, Monaco and Germany

##### In store

Apart from for internet exclusives as described in article 7.8.3, the Customer may request an exchange for the defective items in any Nature & Découvertes store in Metropolitan France, within 30 (thirty) days of receiving the defective product, upon presenting the original invoice and/or delivery note.

##### From Customer Services\* (excluding Germany)

Prior to the return of any defective product, and without prejudice to the Customer's right of withdrawal as detailed in article 7.7 and legal guarantees explained in article 7.9, within 30 (thirty) days of reception of the defective product, the Customer must approach the Nature & Découvertes Customer Services team in order to determine the terms of their exchange or refund.

Customer Services at Nature & Découvertes will send a pre-franked postal slip which will allow the Customer to return the product, which must be with all included pieces, accessories and instructions and accompanied by the invoice or delivery note and a note stating the reason for the return.

Upon reception, Nature & Découvertes will proceed with the refund of the product, including shipping fees, or with the exchange, depending on the Customer's wishes.

##### Terms outside Metropolitan France, Monaco and Germany

Prior to the return of any defective product, and without prejudice to the Customer's right of withdrawal as detailed in article 7.7 and legal guarantees explained in article 7.9, within 30 (thirty) days of reception of the defective product, the Customer must approach the Nature & Découvertes Customer

Services\* team, who will indicated the terms of their exchange or refund and the steps to follow.

## 7.8 Product guarantee

### 7.8.1 Legal and commercial guarantees

Any requests regarding legal guarantees must be addressed:

- by post to Nature & Découvertes – Service Clients – 1, avenue de l'Europe – 78117 Toussus le Noble, France or
- by email to: [clientsupport@nature-et-decouvertes.com](mailto:clientsupport@nature-et-decouvertes.com)

The provisions regarding legal and commercial guarantees are only applicable when the order has been paid for in full.

### 7.8.2 Legal compliance guarantee

In accordance with current regulations, the provisions of these General Terms and Conditions shall not divest the Customer of the legal compliance guarantee for their purchased products, under the conditions of article L. 211-4 and onwards of the French Consumer Code.

- When acting under the legal compliance guarantee, the consumer has two years starting with the receipt of the product in which to act. The consumer may choose between the repair and the replacement of the item, subject to the cost conditions described in article L 211-9 of the French Consumer Code. Except for second-hand goods, the consumer does not have to prove the existence of the compliance fault within the six months following the receipt of the item, which will be increased to twenty four months from 18th March 2016.
- The legal compliance guarantee applies independently of any commercial guarantee that may be granted.

### 7.8.3 Legal guarantees against hidden defects

In accordance with current regulations, the provisions of these General Terms and Conditions shall not divest the Customer of the legal guarantee against hidden defects, as mentioned in articles 1641 and onwards of the French Consumer Code

- When using the legal guarantee against hidden defects, the consumer has two years from finding the defect to act. The consumer can choose between:
  1. Returning the product and having the price refunded.
  2. Keeping the product and having part of the price refunded.
- The legal guarantee against hidden defects applies independently of any commercial guarantee that may be granted.

The consumer may decide to invoke the guarantee against hidden defects in the merchandise sold in the sense of article 1641 of the French Civil Code; under this hypothesis, the consumer can choose between the cancellation of the sale and a reduction in the sale price, in accordance with article 1644 of the French Civil Code.

### 7.8.4 Commercial guarantee

Beyond the aforementioned legal guarantees, certain products may be subject to an extra commercial guarantee.

The conditions and duration of the commercial guarantee are those indicated on the product pages at the time of ordering and reiterated in the order confirmation from Nature & Découvertes.

The Customer is asked to keep this confirmation, the invoice and the delivery note, all of which constitutes a single, indivisible whole, which forms the contract stipulated in article L221.15 of the French Consumer Code.

As certain guarantees include on-site intervention or direct repairs from the manufacturer, Nature & Découvertes recommends that the Customer checks the type of guarantee that comes with the product by requesting information from Customer Services and/or the manufacturer, before making a return authorisation request.

Commercial guarantees do not cover:

- replacing consumables (batteries, light bulbs, fuses, etc.),
- the abnormal or non-compliant use of the product. For this reason, Customers must read the instructions and recommendations,
- faults linked to accessories (power cables etc.),

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Ts & Cs no. 03/2016 – October 2016



- faults and their consequences linked to intervention by someone other than the manufacturer or Nature & Découvertes After Sales Service,
- faults and their consequences linked to use of the product that does not comply with the use for which it was designed,
- faults and their consequences linked to negligence and/or lack of respect for recommendations and instructions,
- faults and their consequences linked to any outside cause.

To be able to invoke the commercial guarantee, the Customer shall present the original invoice and/or delivery note.

Nature & Découvertes informs the Customer that the majority of manufacturers require the original packaging to be preserved in order for the guarantee to be valid.

#### 7.8.5 Using the commercial guarantee in Metropolitan France and Monaco

For any requests regarding the commercial guarantee, the Customer is invited to contact one of the Nature & Découvertes stores in Metropolitan France or Customer Services\*, who will indicate the steps to follow to return the product and, if required, will send a pre-franked return slip to return the product within 15 days (date as postmark). The product concerned must be returned to Nature & Découvertes complete with all accessories, guarantee vouchers and instructions and accompanied by a copy of the invoice or delivery note and return note. The entire package must be protected with outer packaging with the return slip sent by Nature & Découvertes affixed. Where possible, the Customer will be sent a replacement product or the repaired product upon acceptance and prior payment of a cost established by the manufacturer.

In the case of an irreparable and irreplaceable product, Nature & Découvertes commits to providing a similar product.

The cost of the transfer to the manufacturer and the shipping of the repaired product to the Customer will be covered by Nature & Découvertes.

#### 7.8.6 Using the commercial guarantee in Germany

For any requests regarding the commercial guarantee, the Customer is invited to contact one of the Nature & Découvertes stores in Germany or Customer Services\*, who will indicate the steps to follow to return the product. The product concerned must be returned to Nature & Découvertes complete with all accessories, guarantee vouchers and instructions and accompanied by a copy of the invoice or delivery note and return note. The entire package must be protected with outer packaging. Where possible, the Customer will be sent a replacement product or the repaired product upon acceptance and prior payment of a cost established by the manufacturer.

In the case of an irreparable and irreplaceable product, Nature & Découvertes commits to providing a similar product.

The cost of the transfer to the manufacturer and the shipping of the repaired product to the Customer will be covered by Nature & Découvertes.

#### 7.8.7 Using the commercial guarantee outside of Metropolitan France, Monaco and Germany

For any requests regarding the commercial guarantee, the Customer is invited to contact Customer Services\*, who will indicate the steps to follow to return the product. The product concerned must be returned to Nature & Découvertes complete with all accessories, guarantee vouchers and instructions and accompanied by a copy of the invoice or delivery note and return note. The entire package must be

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Ts & Cs no. 03/2016 – October 2016

protected with outer packaging. Where possible, the Customer will be sent a replacement product or the repaired product upon acceptance and prior payment of a cost established by the manufacturer.

In the case of an irreparable and irreplaceable product, Nature & Découvertes commits to providing a similar product.

The cost of the transfer to the manufacturer and the shipping of the repaired product to the Customer will be covered by Nature & Découvertes.

\*\*\*

The Customer is reminded of the provisions of article L211-16 of the French Consumer Code:

“When the buyer asks the seller to carry out repairs covered by his contractual guarantee, the period of any resultant shutdown of seven days or longer shall be added to the unexpired term of the guarantee. The said period shall run from the time when the buyer requests assistance or the time when the product in question is taken out of service pending repair, should this be subsequent to the request for assistance.”

#### 7.10 Exemption from responsibility

Under no circumstances will Nature & Découvertes have failed in its contractual obligations, insofar as their execution is delayed, hindered or prevented by a fortuitous event of force majeure in the sense accepted by the courts.

#### 7.11 Signature and proof

In all cases, the online provision of a credit card number and the order's final validation will constitute proof of the whole order in accordance with the provisions of the French law of 13th March 2000.

The confirmation of the order via “double click” constitutes the conclusion of the sales contract and the Customer's recognition of the sums owed for the order.

All orders generate a confirmation email. This document, which must be retained, constitutes evidence of the order and of the communication of mandatory information in accordance with French law 2014-434 of 17th March 2014 to the Customer on a durable medium.

This validation constitutes a signature and express acceptance of all operations carried out on the Website.

Nonetheless, in the event of fraudulent use of their bank card, the Customer is invited to contact Customer Services\* as soon as they notice this fraudulent use. The computerised records stored in the computer systems of Nature & Découvertes and those of its partners in reasonable security conditions will be considered proof of the communication, orders and payments between the parties.

The filing of order forms and invoices is done on reliable and durable media in order to provide a true and durable copy in compliance with article 1348 of the French Civil Code.

#### 7.12 Customer reviews

Customers of the website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu) have the chance, after signing in to their customer account, to leave reviews on products they have bought.

##### 7.12.1 Customer's responsibility

Reviews published on the Nature & Découvertes website are the opinion of their authors alone and do not represent under any circumstances the opinion, advice or recommendations of Nature & Découvertes.

By leaving a review, the Customer expressly grants Nature & Découvertes, free of charge, all intellectual property rights thereto pertaining, including the right of reproduction, representation and adaptation on all media and in all formats hitherto known or unknown, worldwide and for the legal duration of the copyright protection.

Within this framework, the Customer declares:

- To be an adult natural person,
- Not to be in a situation of conflict of interest,
- To have had personal experience of buying the product or service about which they are leaving a review.

Moreover, the Customer commits not to (the following list is not exhaustive):

- Defame, abuse, insult
- Harass or threaten anyone,
- Infringe anyone's rights.

The Customer remains solely responsible for the words expressed in their reviews and therefore guarantees Nature & Découvertes against any legal action taken by any third party due to the dissemination of their review on the Nature & Découvertes website.

#### 7.12.2 Review verification and moderation

In theory, each review undergoes automatic moderation then human moderation. Nature & Découvertes reserves the right to refuse to publish the review left by the Customer if they have not respected the provisions of the above point or for the following reasons (the list below is not exhaustive):

If the moderator deems that their civil or criminal liability may be invoked,  
If the items relating to the author's identity include insults or obscenities,  
If the review includes random characters or word sequences that make no sense,  
If the review (text, document, image, etc.) has no relation to the product reviewed,  
If elements of the review contain concrete signs of a conflict of interests,  
If the review is unintelligible,  
If the Customer makes an inappropriate comment about another piece of content or its author,  
If the review contains personal information, such as the name of a third party who is not a public figure, a telephone number, exact address, email address, bank card number, social security number, bank account number or any other information which could lead to identity theft,  
If the review contains a call to legal action,  
If the review mentions other websites, hyperlinks, URL, email addresses or telephone numbers, including those of the Customer or of the product manufacturer,  
If the review is clearly spam,  
If the review does not contain a description of the buying experience.

#### 7.12.3 Principle of reproduction

Reviews are published in full on the Nature & Découvertes website and in Nature & Découvertes commercial publications. The average published rating is calculated from all validated, published reviews.

#### 7.12.4 Deletion/modification of a review

Once their review is published on the Nature & Découvertes website, the Customer may contact Customer Services\* to invoke their right to withdrawal and have their review deleted. However, the Customer may not modify their review once it has been published. The review will be deleted within eight days of the Customer Services team receiving the request.

### 7.13 Responsibility

The products on offer are compliant with current French legislation and regulations that apply in France. Nature & Découvertes shall not be held responsible in the event of the infringement of laws in the country where the product is used. It is the Customer's responsibility to check with the local authorities any rules on importing and using the products they wish to order.

Any photographs or visuals are provided for illustrative purposes only and may vary slightly in appearance from the actual products. The Customer is invited to consult the product description to find out exact details and to contact Customer Services\* should they have any doubts or need extra information. Nature & Découvertes is solely responsible for the content of the pages it publish

## 8 General Terms of Use for Marketplace Customers on [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu)

### Preface

On its website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu) (hereinafter the Website), Nature & Découvertes offers a Marketplace, which allows specially selected professional partners (hereinafter the Seller) to offer Customers of the Website quality products that are in-keeping with the spirit of Nature & Découvertes.

These products (hereinafter the Product(s)) are all new.

If a Website visitor wishes to order one or more Products from one or more Sellers, they will need to:

Open an account on the Nature & Découvertes Website; to do this, they must enter their information in order to be identified and to ensure that the transaction is carried out correctly.

Provide a delivery address in Metropolitan France or Monaco.

Visitors to the Website who are already Customers of the Nature & Découvertes Website may use their usual account and login details.

When a Customer places an order with a Seller, the Customer agrees unrestrictedly and unreservedly to these General Terms and Conditions of Use and to the Seller's General Terms and Conditions of Sale. This acceptance is confirmed by the confirmation click during the order (hereinafter the Order) process.

Transactions between Customers and Sellers are concluded directly between the two parties; Nature & Découvertes is in no way a distributor of the products offered by Sellers.

Within the framework of the Marketplace, the Website includes features that allow: Customers and Sellers to communicate between themselves regarding their transactions, Customers to evaluate the Seller.

These Terms and Conditions of Use apply:

- to Customers and Sellers as defined above,
- to all product sales carried out between the Seller and the Customer.

They aim to govern all relations between Sellers and Customers, at the exclusion of relations between Customers and Nature & Découvertes as a distributor of its own products, which are governed by the Nature & Découvertes General Terms and Conditions of Sale.

Nature & Découvertes is in no way a reseller of the Products offered by Sellers in the Marketplace; the contractual partner of the Customer is the Seller mentioned on the product page; all information regarding this Seller can be consulted on its Seller Page.

### 8.1 Ordering

Products are presented on the Website with a description, which allows the Customer to consult the Product's main characteristics and price.

The Customer selects the Product(s) they wish to buy.

The Customer may buy Products from different sellers and from Nature & Découvertes simultaneously. This type of order generates as many order lines as there are Sellers (Sellers and Nature & Découvertes).

The Customer confirms their choice of Product(s) and, through their click to confirm, acknowledges and accepts:

- These General Terms and Conditions of Use if their order only contains Products from Sellers;
- These General Terms and Conditions of Use and the Nature & Découvertes General Terms and Conditions of Sale if part of the order is provided by Nature & Découvertes.

## 8.2 Price/Payment

The price is stated including all taxes and fees (including VAT, packaging, ecotax, etc.) except delivery fees. These conditions are explained expressly and unambiguously.

At the end of the order confirmation, the Customer will be indicated the delivery fees, which depend on the order total and/or choice of delivery method, which are determined by the Seller and can be consulted on the Seller Page. There will be as many separate delivery fees as there are order lines.

After selecting a delivery method, if necessary, the Customer will proceed to pay for the entirety of their order online, including delivery fees. Their bank card or PayPal account will be debited once the Seller has accepted the order.

Payment for the products ordered from a Seller is made through Nature & Découvertes, who will take the corresponding total, in the name of and on behalf of the Seller.

The Customer is warned that some payment methods and services usually offered for Nature & Découvertes Customers may not be accepted for payment for products from Sellers.

Unless otherwise mentioned on the Website, any commercial operations offered by Nature & Découvertes are reserved for its own Customers and are not applicable to any commercial offers from Sellers.

## 8.3 Order confirmation

The Customer will receive an email confirming that their order has been received.

The Seller will be informed in real time that one or more of their Products has been ordered. Following this information, and within a maximum of 24 hours excluding Sundays and bank holidays, the Seller will confirm the availability of the Product(s) and the Customer will be notified by email.

If the availability of the Product(s) is confirmed, the resolutive condition attached to the sales contract agreed upon by the Customer and the Seller will be lifted: the Seller commits to delivering the Product(s) and the Customer's bank account is debited the order total at the time of dispatch.

If part of the order is unavailable, the Seller commits to informing the Customer, who may continue with their order for the items that are available or to refuse the order, leading to the termination of the sales contract. If the Customer accepts the partial order, only the total of the available items will be charged by the Seller. If none of the Products in the order are available, the Seller must inform the Customer and the contract of sale will be automatically terminated.

In the absence of a Product availability confirmation within the aforementioned time, the contract between the Customer and the Seller is automatically terminated and both parties are released from their obligations. In particular, the Customer is assured that their bank account will not be debited.

## 8.4 Delivery

Following confirmation from the Seller of the availability of the Product, the Seller will proceed to deliver the Product(s) on the days and/or within the time indicated on the Product page.

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Ts & Cs no. 03/2016 – October 2016

The Products are delivered at the risk of the Seller, who will attach:

- the delivery note,
- the invoice, which constitutes a guarantee certificate
- all instructions and recommendations needed to use the Products properly; the Seller is solely responsible for the content of these instructions and recommendations.

The Customer will receive an email when the order is dispatched which may, depending on the delivery method chosen, include a tracking number for their package.

Upon reception of the Product, the Customer must immediately confirm that they have received their order in their account on the Website; one confirmation is required for each order line. Following this procedure, the Customer will be invited to evaluate the Seller's performance, following the terms of article 9.8. This clause is without prejudice to the provisions of article L. 211-4 relating to the compliance of the delivered product.

### 8.5 Right of withdrawal

In accordance with current legislation, as the Seller is considered a professional, the Customer has a maximum period of 14 days, starting from the reception of their ordered product(s), to exercise their right of withdrawal with the aforementioned seller, under the conditions provided for by the law and according to the terms indicated to them by the Seller on their dedicated page and in any order confirmation(s) addressed to the Customer.

The time agreed by Sellers for Customers to exercise their right of withdrawal is specified on the Seller's page.

Should the Customer wish to exercise their right of withdrawal in the agreed time, only the price of the Product(s) purchased and delivery fees will be refunded; return fees will remain at the Customer's expense.

The Customer is informed of this on the pages of the Products concerned, which are subject to legal exemptions from the right of withdrawal.

The Customer must exercise their right of withdrawal directly with the Seller concerned, in accordance with the terms mentioned on the Seller Page.

Returns are to be made directly to the Seller(s) concerned, with products in their original condition and complete with packaging, accessories, instructions, etc.

Products from Sellers cannot be returned, exchanged or refunded in Nature & Découvertes stores or with Nature & Découvertes Customer Services.

The refund for the returned Products will be carried out by Nature & Découvertes within a maximum of 14 days from the date on which the Customer exercised their right of withdrawal on the bank card used for the original order or on the PayPal account used for payment, to the exception of payments made by virtual bank card, which will be refunded by cheque.

Under this article, each Seller must respect all legal requirements regarding the Customer's right of withdrawal.

### 8.6 Disputes – Challenges

Without prejudice to the guarantees detailed in article 4 of these General Terms of Use for Marketplace Customers, the Customer has the option to signal any claim regarding their purchased on their Customer account on the Website within 30 days of reception of the Product, in accordance with the following criteria:

Product not received: the Product has not been received by the Customer

**Incorrect Product:** the Product received does not correspond to the Product

**ordered Damaged Product:** the Product received is damaged or broken

Sellers are solely responsible for sales made between them and Marketplace Customers. For this reason, Nature & Découvertes shall not be held responsible for the incompleteness of all or part of the Customer's or the Seller's obligations.

Disputes must be settled directly between the Customer and the Seller, if necessary via the Website. The Customer and Seller shall do all in their power to come to an amicable solution to the dispute.

Without prejudice to the Seller's full responsibility regarding their Products and information made available by them to the Customer, Nature & Découvertes Customer Services may intervene as a mediator so that the Seller and the Customer come to an amicable conclusion to the dispute.

Depending on the case, the dispute may lead to the ordered Product being resent or to a refund.

Any claim regarding Products (description, delivery, terms of use, defects, faults, etc.) brought to the attention of Nature & Découvertes will be passed on to the Seller concerned, who will assume full responsibility.

### 8.7 Legal guarantees

In accordance with current legal provisions regarding compliance and hidden defects, defective Products will be exchanged or refunded by the Seller, to whom the Products concerned must be returned in their original state complete with all included items (accessories, packaging, instructions, etc.).

These guarantees are without prejudice to the right of withdrawal detailed in article 9.5.

Products cannot be returned to a Nature & Découvertes store or to its Customer Services team.

### 8.8 Seller evaluation

Nature & Découvertes offers Customers ways of evaluating Sellers' performance following confirmation of reception of the Products ordered.

The appraisal is made following evaluation criteria and via the attribution of ratings by the Customer. Nature & Découvertes cannot ensure any verification of the evaluation made by Customers, which are simply stored on its website. However, any comment with content signalled as illegal may be deleted with no warning. The evaluations left by the Customer and their nickname will be visible to all visitors to the Website.

### 8.9 Intellectual property

All texts, comments, work, illustrations or images reproduced or represented on the Website are strictly subject to copyright and intellectual property laws, worldwide and for the legal duration of the copyright protection. On this basis, and in accordance with the provisions of the French Intellectual Property Code, only private use is permitted, subject to different provisions, which may be more restrictive than the Intellectual Property Code. Any total or partial reproduction, representation, modification or adaptation of the Website and/or of all or part of the items found on the Website or incorporated into it is strictly forbidden.

### 8.10 Responsibility

Nature & Découvertes can only be held responsible by the Customer for actions directly attributable to Nature & Découvertes that cause the Customer harm directly linked to these actions. Nature & Découvertes

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Ts & Cs no. 03/2016 - October 2016

cannot be held responsible for indirect damages. Nature & Découvertes cannot be held responsible for the Customer's misuse of the Website or for any mistake on their part.

Moreover, in accordance with article 6-I, 2 and 3 of French law no. 2004-575 of 21st June 2004 on confidence in the digital economy, Nature & Découvertes cannot be held responsible for content that is consultable on the Website due to Customers and Sellers, especially for Product descriptions or evaluations left by Customers, unless Nature & Découvertes does not remove them promptly after being informed of their unlawfulness under the provisions of this law.

### 8.11 Personal data

The data collected about the Customer within the context of placing an order from a Seller is only used to process that order.

Customer information relating to delivery is transmitted by Nature & Découvertes to Sellers with the sole aim of enabling them to dispatch the Products ordered. Sellers agree not to preserve any copy of these details after they have dispatched the Products. Any other use, rental, sale, resale or copying by the Seller is forbidden.

### 8.12 Partial nullity

Should one or more clauses of these General Terms and Conditions of Use be deemed invalid or declared as such pursuant to the law, regulations or as the result of a definitive ruling by a competent court, the other clauses will retain their full force and scope.

## 9 Provisions valid in store and on [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu)

### Complaints – GENERAL PROVISIONS

Without prejudice for the Customer to the provisions regarding legal guarantees, for any claim of any nature, the Customer must pass on any documents to Nature & Découvertes that support the claim and prove the responsibility of Nature & Découvertes :

- receipt or invoice,
- detailed statement,
- photos of the product and/or the damage if necessary
- cost estimate
- the product itself,...

Customer Services will tell the Customer what elements are necessary for the investigation into their claim. If the Customer cannot provide these items, the claim will not be pursued.

### 9.1 Mediation

In accordance with the ruling of 20th August 2015 and decree no. 2015-1382 of 30th October 2015, our company is a member of the *Fédération du e-commerce et de la vente à distance* (FEVAD) [Federation of e-commerce and distance selling] and adheres to the system of Mediation of e-commerce (60, rue de la Boétie – 75008 – PARIS – [relationconso@fevad.com](mailto:relationconso@fevad.com)).

### 9.2 Terms and conditions of use of the "Store to Web" (online ordering in store)

The Customer may place their order, in store and with staff assistance, on the website "natureetdecouvertes.eu". All provisions specific to distance selling apply.



### 9.3 Terms and Conditions of Use of the ROUND IT UP service

These General Terms and Conditions of Use aim to define the terms and conditions under which Nature & Découvertes offers its Customers the Round It Up service; products from the Marketplace are not affected by these terms.

#### 9.3.1 Definition

Round It Up is a donation service that allows any Customer to make a donation when paying for their purchases to a charitable organisation or association (hereinafter the Association) on the website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu).

For the Customer, it involves rounding up their order total to the next highest euro or, if they so wish, making an extra donation. By requesting/ticking ROUND IT UP, the Customer authorises Nature & Découvertes to debit their donation on top of their receipt/invoice and then to transfer it to the Association. This transfer is made through the Fondation Nature & Découvertes, under the authority of the Fondation de France (hereinafter the Fund).

The use of the service is subject to the acceptance of these Terms and Conditions of Use.

#### 9.3.2 Terms of use of service

Any Customer can use this service if they have expressly requested it/ticked the "Round It Up" box. The Service may also be offered to the Customer during special events. In the absence of an express request from the Customer/tick in the "Round it Up" box, the total will not be rounded up.

The ROUND IT UP service enables the Customer to make an immediate donation of up to the next euro while they pay for their purchases, to the benefit of the Association presented in store and on the internet.

Receipts/invoices display the total owed, which must be paid by the customer in cents.

At any time before the payment/the validation of the payment, the Customer may change their mind and request the cancellation of the donation.

#### 9.3.3 Two possibilities offered to the customer:

The Customer may round the total up to the next euro; this is the "ROUND IT UP" donation. In this case, the maximum donation is €0.99 and the minimum is €0.01. If the subtotal is already a round number before the donation, the rounding up is considered null and void.

The Customer can also donate their desired fixed amount up to €15.

#### 9.3.4 The donation can be made through the following payment methods:

In store: cash, cheque, bank card.

Online: bank card, PayPal, virtual bank card.

#### 9.3.5 Transfer of donation

The donation made by the customer is transferred to the Fund, which is responsible for redistributing the donation to the beneficiary Association. Implementation and collection fees are fully covered by the Fund.

#### 9.3.6 Complaints

Any complaint or question linked to the use of the ROUND IT UP Service must be made by email to the Fondation Nature & Découvertes / Fondation de France 40 avenue Hoche 75008 Paris.

## 10 Terms and conditions of use of gift cards

Nature & Découvertes offers its Customers the opportunity to purchase gift cards (hereinafter Gift Cards). These Terms and Conditions of Use govern the acquisition and use of these Gift Cards and make up an indivisible whole with the Nature & Découvertes General Terms and Conditions of Sale.

### 10.1 Object

These Terms and Conditions of Use concern the terms of acquisition and use of Nature & Découvertes Gift Cards.

### 10.2 Acquisition

Nature & Découvertes Gift Cards can be acquired in stores in Metropolitan France or on our website.

### 10.3 Value

Gift Cards can be credited with the amount of the Customer's choice, between €10 and €250.

### 10.4 Validity and terms and conditions of use

Nature & Découvertes Gift Cards are valid:

- for 12 months starting from the date of purchase;
- in Nature & Découvertes stores in Metropolitan France (not on the website [www.natureetdecouvertes.eu](http://www.natureetdecouvertes.eu));
- on all products, excluding activities (Trips and Excursions, Children's Birthdays, Découvertes Workshops).

The Customer is recommended to keep the card activation receipt, as this is the only proof of the beginning of the validity period of the Nature & Découvertes Gift Card.

Nature & Découvertes Gift Cards are usable up to the limit of the balance available, whether in one transaction or several.

The balance of a Nature & Découvertes Gift Card and its expiry date can be requested by the Customer in store or from Customer Services\*.

### 10.5 General provisions

Nature & Découvertes Gift Cards can be used in combination with any other payment method accepted by Nature & Découvertes stores.

Several Gift Cards may be used for the same purchase.

Nature & Découvertes Gift Cards cannot:

- be exchanged, topped up again, resold, refunded –even partially and even if the card is lost, is stolen or expires – or credited to a bank card or account;
- lead to receiving monetary change;
- be discounted.