

Terms and Conditions - Individuals

Shop on line www.giusypop.fr

The customer acknowledges having taken note, at the time of placing his order, of the special conditions of sale stated on this screen and expressly declares accepting them without reservation. By clicking the [VALIDATE] button at the payment level, you understand and agree to these Terms and Conditions.

These conditions of sale are concluded on the one hand by:

TECHNIWEAR SARL, 19 Impasse des Noyers, 74370 Epagny Metz-Tessy, France, **Siret 44509897300032**, Intra-Community VAT Number: FR72445098973 (hereinafter referred to as the Seller),

And on the other hand, by any natural person or legal entity (hereinafter the Purchaser) wishing to make a purchase through the www.giusypop.fr website that belong to the Seller.

Article 1: Purpose

These conditions of sale are intended to define:

- the contractual relations between the Seller and the Buyer (reciprocal obligations of the parties)
- the conditions applicable to any purchase made through the site www.giusypop.fr.
- the different stages of the ordering process, whether the buyer is a professional or a consumer.

The acquisition of a good or a service through this site implies an unreserved acceptance by the Purchaser of these conditions of sale.

These conditions of sale will prevail over any other general or particular conditions not expressly approved by the Seller.

The products and services offered are those which appear on the site www.giusypop.fr.

These products and services are offered for sale within the limit of available stocks. The majority of the products offered to its customers by the Seller are available on its premises or quickly supplied. In case of order of a product become unavailable, the customer will be informed of this unavailability, as soon as possible, by e-mail.

Each product is accompanied by a description. The Seller informs the consumer of all the essential characteristics of the goods offered (colors, compositions, descriptions, prices).

In the event of errors, in no case, the responsibility of the Seller can not be engaged. These characteristics appear in support of the photograph illustrating the offer.

The pictures illustrating the products do not enter the contractual field. Buyer acknowledges that the photograph representing the product on the website is for illustrative purposes only.

The photographs of the site are as faithful as possible but can not ensure a perfect similarity with the proposed product, especially as regards the colors.

Alterations may occur due to the processing of the photo. The products offered for sale comply with French regulations.

Article 2: Prices

The prices listed on the www.giusypop.fr site are T.T.C. prices (All taxes including T.V.A. in force in France) in euros. The Seller reserves the right to modify its prices at any time, provided however that the price appearing on the site on the day of the order will be the only one applicable to the Buyer. The prices indicated do not include delivery charges, these will be mentioned in the summary of each order.

Article 3: Orders

The Buyer who wishes to purchase a product or a service must: fill in the identification form on which he will indicate all the details requested, fill in the online order form giving all the references of the products or services chosen, validate his order After having verified it, make the payment under the conditions provided, confirm its order and its payment.

Confirmation of the order implies acceptance of the present conditions of sale, the acknowledgment of full knowledge and the waiver to avail itself of its own conditions of purchase or other conditions. All the data provided and the recorded confirmation will be proof of the transaction. Confirmation will be worth signing and acceptance of transactions.

The seller will communicate by e-mail the confirmation of the registered order. The Seller reserves the right to cancel any order from a customer with whom there is a dispute relating to the payment of a previous order. The information stated by the Purchaser, when taking an order, commits the customer: in the event of an error in the addressee's address, Seller can not be held responsible for the impossibility of delivering the product.

Article 4: Methods of payment

We have chosen the fully secure payment solution of the French bank CIC via their CM-CIC Payment module (Monetico Payment), which uses the latest technologies to ensure the maximum security of your payments by credit card on the Internet.

Immediate payment	Payment in 3 times	Paypal
<p data-bbox="92 1227 544 1373">Secure payment via internet by CM-CIC that guarantees compliance with the latest security standards.</p> 	<p data-bbox="576 1227 1027 1373">From 80 Euros of purchase, you can choose a payment in 3 times without expenses.</p> 	<p data-bbox="1082 1227 1481 1373">We can also offer you an other secure online payment method:</p> 

The data you provide on your credit card (card number and expiry date) are totally encrypted (TSL technology) and exclusively read and recorded by the CIC bank via their CM-CIC Payment (Monetico Payment) module, which verifies your data.

All this information remains confidential between you and the CIC bank and Paypal, it is not transmitted to our server.

If you have any issues with your payment, please contact [PayPal Help](#).

Article 5: Delivery

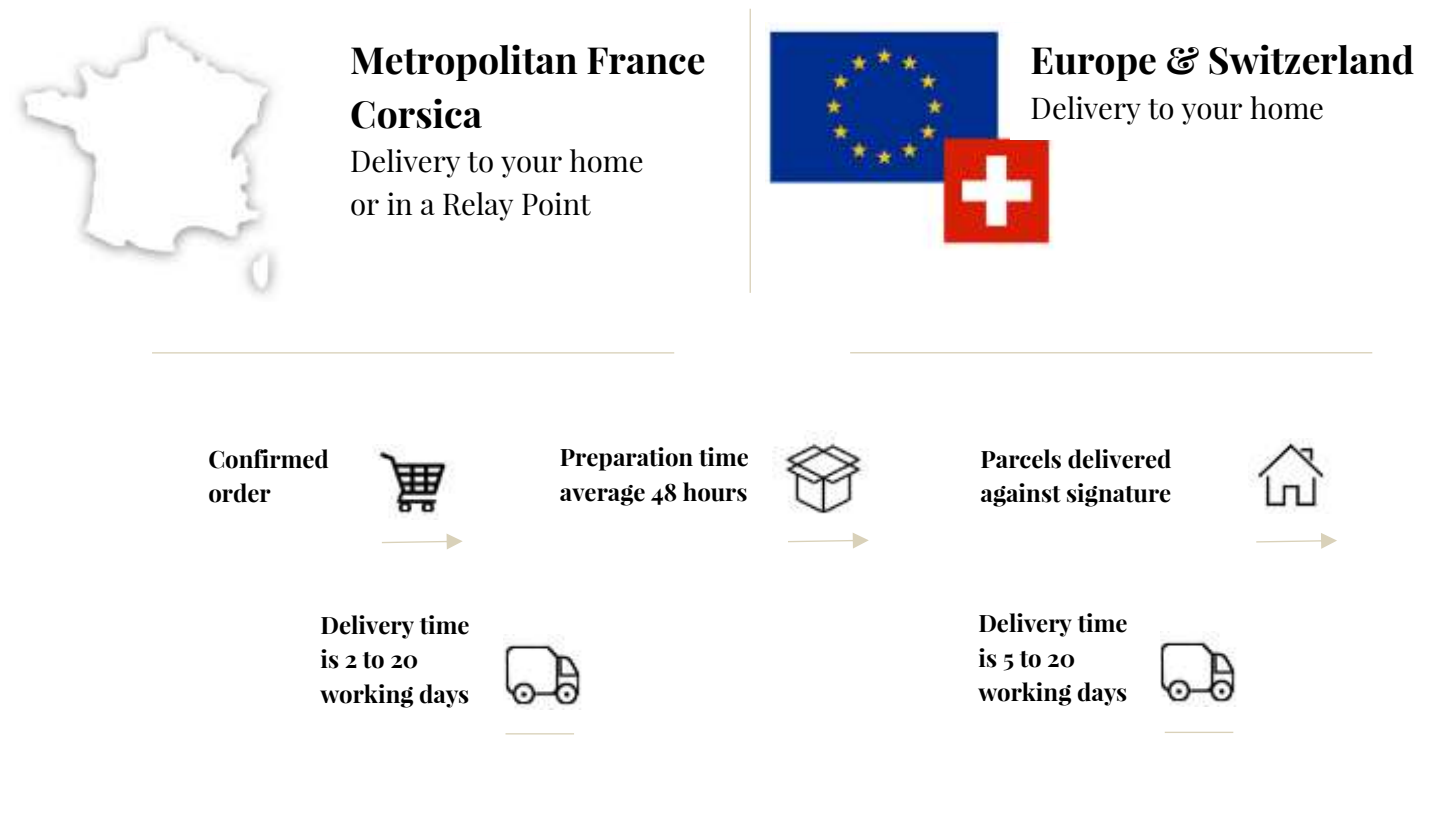
Prices

The shipping charges depends on the delivery area, the amount of the order and the mode of delivery chosen by the Customer. This amount will be indicated to the Customer before the Validation of the Order.

If the product is out of stock, the manufacturing time is estimated at around 6 to 10 weeks from the confirmation by e-mail of your order and its payment.

Tracking your packages

You can track your package online at any time by simply entering the parcel number you find in the shipping alert e-mail or in Your Account or contact-us by email to info@giusypop.fr.



Delivery area:

Metropolitan France, Corsica, Belgium, Luxembourg, Germany, Denmark, Austria, Netherlands, Italy, United Kingdom, Switzerland.

If your country does not appear on the list, do not hesitate to contact us on info@giusypop.fr, we will try to do everything to satisfy you.

Taxes and customs duties

For shipments outside the European Union, taxes (VAT and other), handling fees and customs duties are the responsibility of the consignee and will be requested at the time of delivery (amount calculated at the time of customs clearance).

We do not handle tax reimbursement. You can make a request directly to your customs office.

Delays

This is an average delay. Failure to do so will result in no cancellation of the order, no reduction in the price paid by the Buyer and no payment for damages (cf. Conditions of sales - Article 5 Delivery).

However, and in accordance with the provisions of article L.121-20-3 of the Consumer Code, due to lack of delivery within thirty days of the day following your order, you have the option to cancel your order without charge. The sums you have paid will then be refunded.

In cases where it has the capacity, www.giusypop.fr reserves the right to propose you a product of quality and price equivalent to the initial product.

If the order reaches a certain volume you can receive them in several deliveries and / or several packets. The Seller reserves the right to use any other means of delivery within the deadlines and costs envisaged. Delivery times may vary in case of difficulty of routing, shortage of stock or holiday periods which will then be signalled by e-mail to the customer.

In case of absence of the addressee, incomplete address, wrong address, refusal of the package by the recipient or lack of information resulting in an inability to deliver the product to the recipient in due time, www.giusypop.fr cannot be held responsible for the final quality of this delivery. If this lack of information results in a second presentation to the recipient, www.giusypop.fr will be entitled to ask for the costs corresponding to this second delivery.

In the event of non-withdrawal within the time allowed by the carrier, the products will be returned to the Seller and will be at your disposal in our offices for a maximum period of 30 days (the shipping costs remain the responsibility of the Buyer)

Checking the order on arrival

WARNING! When receiving your package, be sure to check the contents of your package in the presence of the carrier. If you notice any damage to the item (s) at the opening, you must refuse the whole package and indicate on the transport voucher "Refusal for damage", otherwise any recourse would be impossible. In the absence of a specific complaint, the non-issuance of reserves by the customer means that the delivered product is deemed satisfactory and cannot be the subject of any subsequent dispute.

In case of missing or damaged or suspected damage during transport, it is the Purchaser's responsibility to issue reservations to the deliveryman and to inform us within 72 hours of receipt of the package in national and 7 days For the international by returning the completed and signed mail by e-mail to the address: info@giusypop.fr.



Article 6: Retention of title clause

The products remain the property of Techniwear SARL until the complete collection of the bill. However, from the moment of delivery, the risks of the goods delivered are transferred to the Buyer.

Article 7: Withdrawals

In accordance with article L.121-20 et seq. Of the Consumer Code, the CLIENT has a 14-day withdrawal period from the date of receipt of his order to return any non-personalized item that suits him. It must be returned in its original packaging with all its accessories and in perfect condition, having of course not been used, specific to its re-marketing, and request the reimbursement of the sums paid, including the postage (with the exception of the additional costs arising from the fact that you have chosen, if applicable, a method of delivery other than the less expensive standard delivery mode that we offer), except for the return costs that are your responsibility.

The right of withdrawal of an order does not apply to personalized products made to measure at your request (according to the article L.121-20-2 of the Code of the consumption). These products cannot be refunded or exchanged except in the case of a quality defect.

The product must be returned to **Techniwear SARL - 19 Impasse des Noyers, 74370 Epagny Metz-Tessy - France.**

To download the cancellation form:



Any parcels sent back beyond the announced deadlines will be refused and returned to the sender. No parcel will be accepted without return number. This number must be written to the marker in a legible manner on the package. No parcel returned for cash will be accepted for any reason. The costs and risks associated with the return of the products are the responsibility of the buyer.

Parcels for which the identification of the Buyer (name, first name, address and return code) will not be possible, will be refused. Our customer service will only accept the exchange and the refund of the products if the return of the products is carried out within the times and conditions mentioned above.

Any return by post or any carrier of your choice, must be done in registered form with acknowledgment of receipt or with tracking of the parcel (with proof of delivery of the parcel). Upon receipt of the product returned by the Buyer, our customer service will send by e-mail a confirmation of receipt of the product. On receipt of the parcel, in the event of the Buyer exercising this right regularly, Techniwear SARL will refund to the latter the sums paid for the acquisition of the returned product (s), within a maximum period of 14 days, by Bank transfer to the account used with the payment card issued in the name of the Buyer.

Article 8: Guarantees and After-Sales Service (S.A.V.)

The products sold on www.giusypop.fr benefit from a commercial guarantee against any defects of material or manufacture of a duration of 12 months from the date of delivery of the original order.

This warranty is limited to the repair, replacement or reimbursement of the product sold by the Seller and recognized as defective by the Seller. The latter undertakes to ensure the replacement and repair of defective parts. This warranty does not cover other labor costs as a result of dismantling, reassembly and transport operations.

The Seller will refuse any damaged item that has not been the subject of express remarks or reservations by the customer upon delivery. The products sold on www.giusypop.fr benefit from the legal guarantee of conformity (L.211-4 to L.211-14 of the Consumer Code) and the guarantee against hidden defects (articles 1641 to 1649 of the Civil Code).

During the entire warranty period, the Internet user can apply by email to info@giusypop.fr by specifying the difficulties encountered or malfunctions on the product concerned.

The warranties do not apply to damages resulting from misuse of the product (for a purpose different from that for which the product was designed), damage resulting from the intervention of a repairer not authorized by Techniwear, Defective or awkward use, normal wear and tear due to use, unprotected or prolonged storage of items, negligence, maintenance and use of equipment not in accordance with the vendor's technical specifications. In order to benefit from the product warranty, it is imperative to keep the invoice for the product.

If the equipment cannot be replaced by identical equipment, the customer will be offered equivalent equipment or a credit note. For any return, the customer must first contact the customer service via the mail: info@giusypop.fr in order to obtain an agreement.

Download the return form:



Parcels for which the identification of the Buyer (name, first name, address and return code) will not be possible, will be refused.

Product returns and SAA are to be sent to the customer service of **Techniwear SARL - 19 Impasse des Noyers, 74370 Epagny Metz-Tessy, France**, accompanied by a copy of the invoice and return voucher.

The consumer cannot use the guarantee of conformity according to L.211-8 when he is aware of the defect or cannot ignore it at the time of contracting.

Article 9: No Availability

The Seller shall endeavor to satisfy the Purchaser's requests and to execute orders for the latter's products. Seller shall not be obliged to accept all orders and shall not be held liable to the Purchaser in the event of delayed delivery or temporary or permanent non-availability of products.

In case of unavailability of the ordered products, our customer service will contact you by telephone or by e-mail as soon as possible, in order to agree with you on the issue to be given to your order: dispatch of the available product in a new approximate delivery time or cancellation and refund of the order.

Article 10: Liability

The Seller, in the process of online sales, is bound only by an obligation of means: its liability cannot be incurred for damage resulting from the use of the Internet network such as loss of data, intrusion, virus, rupture Service, or other unintended problems.

Article 11: Intellectual Property of Seller

All elements of the Seller's website are and remain the intellectual and exclusive property of the Seller. No person is allowed to reproduce, exploit, rebroadcast, or use for any reason whatsoever, even partially, any elements of the site, whether software, visual or sound. Any simple or hypertext link is strictly forbidden without a written agreement with Seller.

Article 12: Buyer's intellectual property

If you provide us with opinions on products and photographs, you warrant that you are the owner of all required rights and that the photographs or texts downloaded do not contravene any law or right of others and that they do not Are subject to no right of use. You release us from any liability towards third parties in case of breach of these obligations.

You authorize us to record, use, publish, send, reproduce, distribute, edit, rewrite all downloaded content (sent by you), make it available in all media types and via any means. The existing or future distribution channels regardless of what use (commercial, research, cultural, teaching, ...). You authorize us to mention the name (s) of your animals and the comments provided.

You agree to assign your copyrights and you authorize us to transfer these rights to a third party.

Article 13: Archives

The Seller shall archive the purchase orders and invoices on a reliable and durable medium constituting a faithful copy in accordance with the provisions of article 1348 of the Civil Code.

Seller's computerized records shall be considered by the parties as evidence of communications, orders, payments and transactions between the parties.

Article 14: Cases of Force Majeure

The Seller shall not be liable for any breach of its contractual obligations in the event of force majeure, such as strikes, fires, natural disasters or otherwise, this list being not exhaustive. In these cases, the Seller is not obliged to inform the Purchaser of this incapacity. In addition, the latter cannot cancel his order or initiate any compensation proceedings against the Seller.

Article 15: Settlement of disputes

The contractual information is presented in French and the products offered for sale comply with French regulations. In such cases, it is the responsibility of the foreign Buyer to verify with the local authorities the possibilities of use of the product which he intends to order. The Seller cannot be held liable for non-compliance with the regulations of a foreign country.

All disputes relating to the formation, execution and termination of contractual obligations between the parties which cannot be settled amicably will be submitted to the jurisdiction of the Commercial Court of Annecy (France) in whose jurisdiction is the seat of the Seller.

Article 16: Privacy Policy - Cookies

You acknowledge having read and accepted our Privacy Policy available on the following link: [Legal notice](#).

Article 17: Modification of the general conditions of sale

The Seller reserves the right to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the Buyer.

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Legal Notice

The website www.giusypop.fr is published by:

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 - Data Protection Officer: Sophie Matonnier
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Paper version

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Creating links to www.giusypop.fr

The site www.giusypop.fr authorizes the establishment of a hypertext link to its content, subject to:

- do not use the deep linking technique, ie the pages of the www.giusypop.fr site must not be integrated inside the pages of another site, but be accessible through a separate pop-up window.
- mention of the source that will point directly to the content via a hyperlink.

The information must only be used for personal, associative or professional purposes; Any use for commercial or advertising purposes is prohibited.

This authorization does not apply to websites which disseminate information of a controversial, pornographic or xenophobic nature or which may, to a greater extent, affect the sensitivity of the majority.

Photo Credit: TECHNIWEAR – DREAMSTIME - UNSPLASH.

Access to the site does not give the right to use it without the agreement of TECHNIWEAR.

Any use of the resources (photographic, iconographic, textual or relating to the form, the layout, the structure ...) present on this site must be the subject of a prior request to TECHNIWEAR.

SCOPE OF CONTENT

Despite the care taken in gathering the information and the production of the site using the latest techniques, errors, omissions, inaccuracies, cuts or additions beyond our control may remain or be included on this site. For this reason, TECHNIWEAR cannot be held liable, expressly or implicitly, for the entire content of the site; The user of the site and the information contained therein acknowledges that they make use of it at their own risk and that TECHNIWEAR cannot therefore be held liable for any direct or indirect damage of any kind whatsoever, either resulting for all or part of the use of the information of the site.

Similarly, TECHNIWEAR cannot be held liable because of the nature or content of the sites referenced on the following pages and especially those for which access is permitted by the use of the hypertext links appearing on the pages of this site.

PROTECTION OF PERSONAL DATA

The protection of your personal data is one of the priorities of the site www.giusypop.fr.

This Privacy Policy allows us to inform you of the use and protection of your data. The term "Personal Data" or "Data" used in our Privacy Policy means any information that identifies you directly or indirectly, while browsing our site from your computer, tablet or smartphone.

By using the site www.giusypop.fr, you acknowledge having read our Privacy Policy.

Pursuant to Act No. 78-17 of 6 January 1978, as amended, relating to data processing, files and freedoms, this website has been the subject of a declaration to the National Commission for Information Technology and of freedoms (CNIL) under the number 1888520.

1. Data Processing and Protection Officer

The company TECHNIWEAR SARL is responsible for the processing of your Personal Data, under the conditions described in this policy. Its website www.giusypop.fr has a data protection officer whose name appears in the header and can be contacted by email at the following address: info@giusypop.fr or writing to: **19 Impasse des Noyers, 74370 Epagny Metz-Tessy - France.**

2. The Data We Collect

When you use our Site, we may collect the following Data relating to you:

- Name,
- First name,
- Date of birth,
- Address,
- Email,
- Phone number,
- IP address,
- Information about your pets: name, type, date of birth,
- Order history and transaction numbers,
- History of your visits and your navigation on the site,
- Credit card number but only through our service providers in charge of payment management.

In addition, other Data may be collected automatically during your browsing on the Site.

3. Use of Data

Personal data collected are essential for the processing and management of customer orders as well as the commercial relationship between the website www.giusypop.fr and the customer.

They allow us to:

- Manage your customer account, your shopping cart and your orders,
- Manage your deliveries, the follow-up of your orders as well as the after-sales service,
- Treat your questions or requests for information by email, phone or chat,
- Send you the Giusypop Newsletters if you subscribed to them,
- Analyze site traffic - Organize advertising games - Customize the communications we send you and the offers we offer, based on your browsing on the Site and your previous purchases,
- Develop business statistics and analyze our marketing tools,
- To fight against the fraud during the payment of the order to ensure the security of the transactions carried out on our Site.

4. Transmission of personal data to third parties

TECHNIWEAR is the only recipient of your personal data. Nevertheless, your data can be communicated to the following recipients who use them in this case, for the account and according to the instructions of TECHNIWEAR:

- Our hosting provider, which we need to store all your data (Company OVH, 59100 Roubaix France),
- Our service providers ensure the management and the security of the payments which you carry out on our Site,
- Our delivery service providers of our products,
- Our service providers who carry out advertising, marketing and commercial campaigns,
- Our business partners in the event that the service you requested was created by us and our partner. Each of us proceeds to the processing of your Data.

We may also share all or part of your Data with a third party when:

- You have given us your prior consent;
- At the request of the judicial authorities or any administrative authorities authorized by law.

5. Information on COOKIES

Cookies are text files that can be saved on a user's computer, smartphone or tablet when he visits a website. Once memorized they can be retransmitted to these sites at the next visits of the user. Cookies allow the user to be recognized by the website as a unique user, by memorizing his choices.

The cookies used by our site:

- Technical and functional cookies: essential for viewing and operating the website properly, improving the browsing experience. For example, they allow you to create your own account, to login, to memorize the currency of payment, language, and searches, to save products in the basket, etc.

- Cookie collecting and analyzing information (third party): analytical cookies help to understand how visitors use the website, what works and what does not work, to improve the site, make it more interesting and performant. Analytical cookies are also used in online advertising campaigns, to understand the interaction of visitors with the site after viewing an online advertisement. All information received is anonymous.

Google Analytics

- Social Cookies (third party): The use of social plugins is finalized by sharing content on these social networks. The management of data collected by "third parties" is regulated by the relative information notes to which reference must be made. To ensure greater transparency and convenience, the web addresses of the various information notes, as well as the methods for managing cookies, are reported below.

Facebook

Twitter

Google+

Google Maps

Youtube

Pinterest

Dailymotion

Linkedin

We inform you that you can oppose the registration of "cookies" by configuring your browser. For more information on cookies, we invite you to consult the CNIL website at the following address: <https://www.cnil.fr/en/home>.

6. Data retention period

We store your personal data in our active database only the time necessary to achieve the purposes for which they were collected. The maximum duration is 3 years from your last activity on the site www.giusypop.fr.

7. Your rights to personal data

In accordance with the European General Data Protection Regulation (GDPR) 2016/679 of 27 April 2016 and the French Data Protection Act no. 78-17 of 6 January 1978 amended in 2004 and its amendments, you have the right to access, and correct your data.

Furthermore, subject to the conditions of the aforementioned regulation for exercising your rights, you have the right: to erasure of your Data, to limit processing of your Data, to object to the processing of your Data on legitimate grounds, in accordance with article 21 of the GDPR, to portability for the Data you have provided, to withdraw consent, when it has been asked.

To exercise this right, you can send us your request to our customer service by e-mail to info@giusypop.fr.

However, in accordance with Article 12.6 of the GDPR, when you exercise these rights, TECHNIWEAR reserves the right to require proof of your identity. Please be aware that the data required to prove your identity will be deleted once we have responded to your request.

We are required to reply within one month to all requests regarding the exercising of these rights from the moment we receive your request.

For more information on your rights, you can consult the CNIL (French National Commission for Information Technology and Civil Liberties) via its website at www.cnil.fr. If you have any questions regarding our privacy policy, please send us an email to info@giusypop.fr, we will be happy to answer you.

The legal notices are subject to change. Any changes made will take effect from the date of publication of the latest version of the Site. If you continue to use the services of our site after these modifications, you accept the revised version of our legal notice. We recommend that you review this document regularly. The last update of this policy took place on September 18, 2019.