

# General Terms and Conditions of use and sale

The conditions set out on this page govern the relationship between PPC (Pièce Point Chauffe) group, SAS with a capital of 850 000€, headquarter located: 28, rue Croix Barret – 69007 Lyon, France, RCS 505 377 903 (hereafter the Seller) and the customer willing to order on the web site [www.expertbynet.com](http://www.expertbynet.com) (hereafter the website).

Using Expertbynet website and ordering signify your full agreement to be bound by Expertbynet terms and conditions.

General terms and conditions of sales are accessible at any time on the website and take precedence over any other version or any contradictory document.

General terms and conditions of sales can be modified, at any time, by the seller. The applicable General Terms and Conditions of Sales are those in force on the website on the date when the customer's order is placed.

## 1. Products and services

The customer is informed about the site of the essential characteristics of the products and services offered.

However, the customer is asked to read the instructions for use and other information provided with the product or made on the product or its packaging (precautions, conditions of use ...).

The pictures, schematics, draws or videos of the products appears are provided for information purposes only, in which case the seller may not be held liable for any errors.

The website offers home maintenance book. The home maintenance books makes it possible the monitoring of controls and maintenance of the house and keep the traces of these interventions (invoices, warranties, maintenance contracts ...). All the details about the maintenance are available on the website [www.expertbynet.com](http://www.expertbynet.com) in the area "my service book."

## 2. Orders

The customer places an order by the current process on the website and confirms the detail edrecap.

At the first order and/or registration in the area "[My account](#)", the customer must fill in his name, first name, e-mail address and password. Logins are strictly personal and must remain confidential.

The seller and the customer are contractually committed to the final validation.

The customer shall supply all available relevant information, which enables to fulfill an order. The seller cannot be held liable in case of the information provided by the customer would be false or incomplete.

The products and services are available within the limit of available product stock and the seller's ability. In the absence of product availability, the seller promises to inform the customer by all means available. The customer's order could be cancelled without any compensation.

## 3. Pricing

All prices are inclusive of French legally applicable VAT and exclusive of shipping fees.

Exception in Switzerland, all prices are exclusive of VAT and shipping fees.

Prices can be modified at any time. Prices, as on the website, are only applicable on the website and cannot be claimed in any other sales channel.

The invoice is also used for warranty claim. The invoice is provided for each shipment and can be printed by the customer, in "[My account](#)" section, on the website.

#### 4. Delivery Rates

Shipping fees include the cost of order preparation, packing, shipping and insurance covering the delivery up to customer's shipping location.

Orders values of less than 50 Euros shall be invoiced with shipping costs.

Delivery rates are fixed and are added in the shopping basket while ordering, as well as in the order receipt and in the invoice.

In France, delivery rates are :

- **Home delivery: 8,5€ (VAT included)**
- **Shipping to a Pick-up & Go location : 7€ (VAT included)**

In Belgium, Spain, Italy, UK, Germany, Netherlands, Luxembourg, delivery rates are :

- **Home delivery: 20€ (VAT included)**

In Switzerland, delivery rate are :

- **Home delivery: 34€ (VAT included)**

The contribution towards travelling is flat rated; It supports the cost of preparing the order, its specific packaging and insurances that ensure the correct flow to the customer.

For the countries outside the ECC, Eventual customs taxes are at the charge of the client.

The consumer recognizes to be perfectly informed about the shipping fees (processing and delivery), which added to the price of the products ordered.

#### 5. Customer order confirmation

The Order Confirmation E-mail sent by the seller with the order number is acknowledgement that we have received your order.

The customer's order will be deemed accepted after validation by the seller. In the area "[My account](#)" the customer can track the order history and its status.

The customer order could be cancelled by the seller, for any reasons, in particular in the event of defect of information necessary to the delivery. The customer will be informed by the customer and cannot claim compensation.

#### 6. Payment – Secure payment transaction

The products, the participation in the postage and services have to be paid at the order.

The customer can make payments:

- **By bank card (Visa or Eurocard/Mastercard)**

- **By check, pay by the order SAS GROUPE PPC EXPERT BY NET. In this case, the order will be processed only on receipt of payment by check (available only to customer living in France.)**
- **By Bank transfer. In that events, the order will be processed only on receipt of payment.**
- **By Paypal**
- **Payment in 3 free of charge times for a total between 150 and 1500€, only in France. The amount of the order is automatically divider into 3. The customer views the timing of payment. The time period between each payment is one month. The second and third payment will be made automatically from the credit card used by the customer for the payment.**

Payments are sent to the banking partner of the seller on the date of the order or at the date of the reception (check and bank transfer). And no later than 14 days after the order.

In the event that the seller is unable to ship a part of the order, the settlement of the customer will be reduced, prior to submission to the collection, the price of unshipped product and the amount of participation in shipping the missing product.

Your bank details and all the information you enter are automatically encrypted when your data is transferred over the network. This information is only available to the banking partner, in order to put in touch with the customer's bank. At no time, the seller or any third party, cannot access bank customer data.

To ensure maximum safety when ordering, payments by credit cards are provided by system SSL 128 (Secure sockets layer) from the bank Credit Agricole.

Customers who don't want to pay online can pay by calling the telephone counselors. They will then be prompted to communicate the requested information for the payment of the order. (Call number: 0 820 209 524 (0,09 € VAT/mn.) Schedule: from Monday to Friday from 8:30 am to 12:30pm and from 1h30 pm to 5 pm.

## 7. Delivery

Delivery of products are made exclusively in :

- **Metropolitan France**
- **Belgium, Spain, Italy, United-Kingdom, Germany, The Netherlands, Luxembourg and Swiss.**

The delivery does not include the commissioning of products.

Deliveries are made to the delivery address specified by the customer. Deliveries are made by carriers who are mandated to drop of parcels to the customer's home by appointment or in a pick-up point.

Deliveries are made from Monday to Saturday (in major cities) from 8 am to 1 pm (No delivery on Sunday and public holidays).

The customer must check the condition of the parcel when it is received from the carrier and refuse in case of damage. Otherwise, the customer cannot return the product to the seller.

Postage will be charge to customers, as detailed in section 4.

The shipping and the delivery time mentioned on the website are for illustrative purposes only and are subjected to availability.

In case of predictable extension of the delivery time period, the seller shall notify the customer as soon as possible and by any means so that it can then choose to maintain or the total or partial cancellation of the order.

The seller shall not be blamed and held responsible for the consequences of any event beyond its control, including force majeure or caused by the carrier, which would tend to delay or prevent the execution of the delivery.

The delivery time or the non-performance of the contract cannot in any case lead to the payment of damages to the customer or any third party acting on behalf of the customer.

Failure to respect the deadline referred to in the site, the customer can cancel the order by contacting the customer service in the area "[Contact Us](#)" or by sending a registered letter with acknowledgment of receipt to the following address :

Groupe PPC - Pièce Point Chauffe – Expert *by* Net

28, rue croix barret

69007 LYON

The cancellation shall be considered by the Seller only if the preparation, shipment or delivery is not reached between the sending and receipt of the application or of the aforesaid letter.

The customer will be refunded within 30 days of receipt of the letter by the seller.

The customer agrees to provide, at the time of order, all information necessary for the delivery to guarantee the successful execution (especially phone number to which the carrier can be reached during the day in the case of home delivery).

The customer agrees, for himself or for the recipient of the order to take delivery of the goods to the address given when placing the order.

Upon delivery, the customer or consignee of the goods, must, if requested, prove his identity.

If the goods delivered do not comply with the order in terms of quality or quantity, the customer must notify the seller within 2 days after receipt of the order, stating the order reference and calling the telephone counselors to 0 969 328 126 (price of a local call) from Monday to Friday from 8:30 am to 12:30 pm and 1:30 pm to 5 pm or by contacting customer service in the area "[Contact Us](#)" website or by mail to:

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If the goods delivered do not comply with the order in terms of quality or quantity, if a return is required, the customer must request a return via the website [www.expertbynnet.com](http://www.expertbynnet.com) in section "[my account](#)", "[my order history](#)", then in the details of the order. After acceptance by the seller of this request, the customer can download a return voucher in section "[Product Returns](#)", which must imperatively be attached to the returned product. In the absence of the return voucher, the return of the product may not be treated in the normal deadlines. In this case costs of the return postage will be charge to the seller, the customer will receive by mail a postage-paid envelope to stick on the parcel.

If the product is not returned in its original packaging or if original packaging is damaged, a 20% discount will be applied. An over packaging of the product is recommended for transport.

In case of exchange, the products must be returned in their entirety, in their original packaging, including accessories and required instructions.

The failure to deliver the client's from his personal act (failure to make an appointment for delivery, not removing parcel after notice of passage ....) implies for him a loss of participation in shipping costs. Return costs are also deducted from the refund of the item. If the customer wants a new delivery, the delivery costs for participation will again be paid by the customer in advance.

## 8. Withdrawal right – Products and/or services return following an opinion change

All products and services may be subject to exchange or refund within the statutory and contractual period except those with otherwise noted.

Pursuant to Article L. 121-20 of the Consumer Code, the customer has a cooling off period of 7 days from the receipt of the products ordered or the date of acceptance of the offer of services.

If the customer exercises this right of withdrawal, the return of products must be made in their original packaging, in perfect condition, unused and accompanied by all accessories and any instructions and the return voucher, duly completed.

Products returned incomplete, damaged, used or soiled cannot be taken back. Only the price of the returned product(s) and shipping costs will be refunded to the customer. Return costs are the responsibility of the customer.

In case of service, it is disabled after receipt of the notification of withdrawal and reimbursement takes place within the time indicated below.

Refund of the product and / or services is due as soon as possible and maximum thirty days from its receipt or the receipt of the notification of withdrawal.

The mode of reimbursement varies according to the used method of payment:

- **credit on the bank account of the card used for the payment, in case of credit card payment**
- **by bank check denominated in the order of the customer, in case of payment by check or bank transfer**
- **on the account Paypal, in case of payment by Paypal**

To make his return, the customer must in advance request a return via the site [www.expertbynet.com](http://www.expertbynet.com) in section "[my account](#)", "[my order history](#)", then in the details of the order.

After validation of the application by the seller, the customer can download a return voucher in section "[Product Returns](#)", which should be imperatively appended to the returned product. In the absence of the return voucher, the return of the product may not be treated in the normal deadlines.

Products must be returned to their return address, written on the return voucher.

## 9. Warranty and after-sales service

Contractual guarantee provided :h2>

The contractual guarantees for products and their application conditions are determined by the product supplier. The contractual guarantees are likely to be different (duration, extent, etc.) according to the products, suppliers and brands. The guarantees details appears on the record for the product, with the product, and specified on the instructions or any other document accompanying the product.

The warranty period begins on the date of receipt.

Remember that the guarantee assumes that the client has fulfilled its financial obligations to the seller and uses the article in the normal way, that is to say in accordance with the instructions for use and maintenance of the product.

In general, the followings are not covered by the warranty contract offered by suppliers:

- **The dysfunctions resulting from improper use and/or lack of product maintenance.**
- **The dysfunctions resulting from normal wear and tear and replacement of accessories, wear parts and consumables.**
- **The deteriorations due to various shocks caused to products.**

The routine maintenance (oil changes, adjustments, sharpening, etc..) are not covered by the warranty contract offered by suppliers.

Regardless of the contractual guarantee provided, the products are guaranteed under the legal guarantee of conformity and the legal guarantee for defects as defined in Articles L.211-4 and following of the Consumer Code and 1641 of the Civil Code.

After-sales service :

The seller provides after-sales service of goods. In case of difficulty in using the products, the customer is asked to contact the seller, either by phone at 0969328126 (price of a local call) from Monday to Friday from 8:30 am to 12:30 pm and 1:30 pm to 5 pm either directly on the website in section "[Contact Us](#)".

An initial diagnosis will be sent to the customer (application or not of the contractual warranty, breakdown, etc).

As part of a return of the product, and after diagnosis, if the problem with the product is covered by the supplier's warranty, the customer must request a return via the site [www.expertbynet.com](http://www.expertbynet.com) under section "[my account](#)", "[my order history](#)", then in the details of the order. After validation of the application by the seller, the customer can download a return voucher in section "[Product Returns](#)" which should be imperatively appended to the returned product. In this case, costs of the return postage will be charge to the seller, the customer will receive by mail a postage-paid envelope to stick on the parcel. Repairs will be made and the product will be returned to the client, without the payment of any additional fees.

However, if the guarantee is not applicable, the seller sends the customer a quote and makes the repairs upon the customer agreement and payment for the quote. The transportation cost of the product will be charged to customers. If the product is not returned in its original packaging or if original packaging is damaged, a 20% discount will be applied.

The product must be returned to the return address written on the packing slip and the packing slip must always be attached to the returned product. In the absence of the voucher, the return of the product may not be treated in the normal deadlines.

## 10. IT and freedoms

The seller has computing means to manage clients, prospects and sales online files and thus implements the processing of personal data under the law n ° 78-17 Informatique & Libertés of 6 January 1978.

These treatments have been agreed by the required formalities of the Commission Nationale Informatique et Libertés (CNIL).

The processing carried out by the seller is to ensure the successful execution of the delivery , improve service quality, to communicate information about the services and special offers that may be of interest to the customer and to meet the customers expectations.

The recorded information is reserved for the use of the services concerned and will in no circumstances be communicated to potential partners.

In accordance with Law No. 78-17 of 6th January 1978, the customer has a right to object to processing, as well as rights of access, rectification and deletion of personal data.

These rights may be exercised by contacting :

Groupe PPC - Pièce Point Chauffe – Expert *by* Net

28, rue croix barret

69007 LYON

The customer may at any time change his personal information on the Website in section "[my account](#)".

The personal data of the customer are kept confidential by the seller for a period of two years after the last visit to the site but can be kept longer for legal archiving reasons.

## 11. Retention of title

The delivered products and services remain the property of the seller until complete and effective payment of the price by the customer (actual collection of payment by the seller).

## 12. Customer relationship – Telephone advisors

For any questions or problems encountered, the customer may contact telephone advisors at 0,820,209,524 (0.09 € VAT/ min.) from Monday to Friday from 8:30 am to 12:30 pm and 1:30 pm to 5pm.

The customer may, at any time, contact the seller via the website section "[Contact Us](#)".

## 13. Intellectual property claims

All content included in, whether visual or audio, including the maintenance book and the underlying technology protected by authors' rights, brands or patents.

All content is exclusive property of the seller.

The client who personally has a website has the opportunity to place on its website, for personal use, a simple link directly to the site homepage, provided he has obtained prior written and on purpose authorization by the seller

Such authorizations shall in no manner constitute an implicit affiliation agreement.

All Hypertext links to the Website that use techniques such as "framing" or "deep-linking" are strictly forbidden.

In any cases, any link, even expressly authorized, must be removed at the request of the seller.

## 14. Wholeness

In the event of one of the clauses of these Terms and Conditions being null and void, either due to a change in legislation, or a change in the rules or by decision of justice, this would have no effect whatsoever on the validity of the present general sales terms and conditions.

## 15. Duration

These General Conditions of Sale apply to the ordering of products and/or services submitted by the customer.

## 16. Applicable law and jurisdiction

These Terms and Conditions are subject to French law.

In case of disputes, the courts of Lyon, are competent, even in the event of appeal or multiple defendants.

## 17. Links to other websites

The website [www.expertbynet.com](http://www.expertbynet.com) may contain links to other websites.

The seller assumes no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

## 18. Proof

Providing the credit card number over the phone to the call center is proof of the entire order. In any case, by providing your credit card number and confirming your order, you will validate the wholeness of the aforesaid order in accordance with the May 13th 2000 law, and is worth pay ability of the amount of products and services involved in the order.

The electronic files, stored under seller's information processing systems, under reasonably secure conditions, will be considered as proof of communications, orders and payments concluded between the parties.

The archiving of our order, forms and invoices, is done on reliable and long lasting supports in order to provide a true and long lasting copy in compliance with article 1348 of the civil code.