



SAPHY INTERNATIONAL
76/78 rue Marc Sangnier
BP 80321
94709 MAISONS-ALFORT Cedex

General sales conditions

1) PREAMBLE

The client recognizes to take cognizance of the general sales conditions hereafter. The validation of your order when you click on “confirm my order” will be considered as an entire acceptance of the present general sales conditions. As from the acceptance click hereinbefore, the order is considered as irrevocable and cannot be reconsidered.

2) APPLICABLE LAW

The website www.saphy-shop.com established on the French territory is submitted to the French Law.

Every order engages your accession to our general sales conditions. These general sales conditions are governed by the French Law as much for the background rules as for the form rules.

3) LEGAL INFORMATION

- MINORS AND JURIDICAL CAPACITY

In the edict n° 59-107 of January 7th 1959 and the law n° 74-631 of July 5th 1974 prohibit the sale and offer of alcoholised drinking to minor and assimilated persons. As a consequence, by filling in your order, you recognize to have the juridical capacity of concluding the present contract.

- Conditions to place an order

You declare to be at least 18 years old and to have the juridical capacity or to be tenured of a parental authorization that enables you to place an order on this website.

- ABUSE OF ALCOHOL

Abusing of alcohol is dangerous for health, must be consumed with moderation.

4) PRICE, AVAILABILITY AND DELIVERY

- PRICE

The prices posted on the website are indicated in euros with all taxes included (French VAT and other applicable fees), except port fees participation.

The port fees, customs taxes and formalities are at the exclusive charge of the clients.

Delivery tariffs in euros (All taxes included) for metropolitan France. For OTHER COUNTRIES: Variable, depending on the destination.

- DELIVERY

1- Conditions

The products ordered are delivered at the address indicated by the client. The parcel will be transported to the recipient by our usual transport provider.

The Client is bound to check the state of the packaging as well as the content of the parcel(s) at the delivery, to connect the quantity and references to the order. The signature of the receipt of delivery will engage the acceptance of the client.

The client is bound to inform SAPHY INTERNATIONAL within 48 hours after receipt of the parcel of the possible damages caused by the transport.

2- TIME MEASUREMENTS

FRANCE Métropole :

The average time of delivery in standard service corresponds to 4 days worked, as from the receipt of the order (from Monday to Friday). Delivery tariffs in Euros (All Taxes Included).

OTHER COUNTRIES: Variable contingent on the destination (15 days maximum)

This periods exclude Saturdays, Sundays and French public holidays. Every order placed will be treated from Monday to Friday until 2 P.M, excepted French public holidays. For the standard service, the delivery is done from Monday to Friday (excepted holy days and days out of work).

We will do our best to deliver our shipment according to our usual delivery times. However, if we were unable to give you satisfaction, we precise you that every requirement of reimbursement of the product will be impossible.

3- DAMAGES : Breakage during consignment

If the parcel arrives damaged to the recipient, (breakage of bottle(s)), the recipient must refuse the parcel. The carrier will take the charge of informing SAPHY INTERNATIONAL. As from receiving this information, SAPHY INTERNATIONAL engages of forwarding an identical parcel to the recipient immediately. By no means, the client will have the possibility to require the reimbursement of the product and of the delivery compensation.

4- AVAILABILITY

All the products proposed are available in stocks. However, considering the specificity of the products proposed, we are not always able to restock with our suppliers. As a consequence, our offer is limited to our available stocks and to any indicated exception.

The updating of our data base of products is on principle regular. However, the products posted as available can sometimes be unavailable during the treatment of your order. As a consequence, the client discharges explicitly the company SAPHY INTERNATIONAL of any responsibility in consequence of the constraints mentioned hereinbefore.

On purpose, if the products ordered are available, your order is treated within 3 days worked and delivered in a period inferior to 15 days in accordance with the destination.

If the products ordered are not available on the day of treatment of your order, but can be restocked, they will be sent to you as from their entry in stocks.

If the products ordered are not available in stocks, we will inform you of the situation by mail, e-mail or phone.

5- QUALITY: Deterioration of the quality of the products

By no means, the company SAPHY International would be considered as responsible for the deterioration of the quality of the products and their packaging caused by the transport.

6- WARSAW CONVENTION

If the transport of the sending contains a final destination or stop over in a country different from the origin country, the Warsaw convention can be applicable. In case of damages out of the French frontiers, the indicated convention will consequently govern links between the client and SAPHY INTERNATIONAL.

7 – DELIVERY ADDRESS

If the parcel is returned to the company SAPHY International for motif “incomplete address” or “false address”, SAPHY INTERNATIONAL engages of contacting the clients to inform them of the situation and ask complementary information on the address or the new address of expedition. The fees of this resending will be at the charge of the client. As a matter, in this situation, the starting point of the new time of delivery will be linked to the receipt by SAPHY INTERNATIONAL of the new items of information concerning the new address.

8- INVOICING-PAYMENT

You will have the possibility to pay your acquisitions online by bank card, or by sending a check.

The invoice of the products will be addressed to every order of Company. The client account will only be retained of the amount of the products ordered and efficiently delivered. The client ensures to the company SAPHY International that he disposes of the eventually necessary authorizations to use the payment mode chosen by himself, during the validation of the order.

For the payment by card, dispositions relating to the fraudulent use of payment by bank card are applied.

The cards emitted by the banks domiciled out of France must compulsorily be international bank cards.

The payment by bank check is possible only for checks in euros drawn from a bank domiciled in France or in Monaco. In case of payment by check, collection of the check is made as from receipt of the check.

The check will be established to SAPHY INTERNATIONAL and sent to the address hereinafter:
BP 80821- 76/78 rue Marc Sangnier – 94 709 Maisons Alfort.

9- SECURITY ORDER

In order to optimize the security of transactions ONLINE, a payment system online is proposed to the client that enables to encrypt all the data relating to your orders (including your name, address, and number of credit card) for the information you communicate to be protected during their transmission.

Moreover, the means and loans of encrypting used to give security to the transactions were subjects in some case of a declaration or an authorization pursuant the legislation in force.

10- CANCELLING OF THE ORDER

Every requirement for cancelling an order must be done before the sending of the products, to be taken into consideration. The minimum of time for warning us is of 24 hours before the departure date of the parcels. This cancelling will have to be done by mail, fax or phone.

11- COMPLAINT

You can express a complaint, in case of loss, (flawed delivery), or of damage sustained by the sending.

This complaint will have to reach us within 24 H as from the date of receipt of the order.

It will have to be addressed by mail (recorded delivery and acknowledge of receipt) to the following address: SAPHY International - BP 80821- 76/78 rue Marc Sangnier – 94 709 Maisons Alfort.

12- RESPONSIBILITY

The responsibility of the company SAPHY INTERANTAIONAL will not be engaged in case of non execution of the contract, in case of stock break, or unavailability of the product, of force majeure, and notably in case of total or partial strike, water overflowing, fire, or other act of God and in a general way, every event that cannot enable the good execution of the order.

13- ELECTRONIC SIGNATURE

The "OK" associated to the certification procedure and of non repudiation and to the protection of the wholeness of the messages constitute an electronic signature. This electronic signature has the value, between the parties, of a hand written signature.

14- PROOF

The computerized registers, conserved in the SAPHY International data processing system in the reasonable security conditions, will be considered as proofs of communications for the orders and payments interfered between the parties.

15- DISPUTATIONS ARRANGEMENT

All the contractual dispositions defined hereinbefore are governed by the French Law. Our Customer service is at your disposal for any disputation arrangement in the absence of any amicable solution, the tribunal of CRETEIL only will be competent.