

# **General conditions of sale reserved for individuals**

## **PREAMBLE**

These conditions are agreed between on one side, Tom Press SAS, registered with the Registre du Commerce et des Sociétés (RCS) of Castres, France under the number 438153272, located at Sorèze, Tarn, ZA de la Condamine, France and on the other side, a person or people making purchases using the Tom Press Internet site or catalogue, hereafter known as “the customer”. These conditions are exclusively applicable to individuals acting in a non-professional capacity. If one of the conditions fails, it is considered to be governed by the customary practices in the distance retail sector for companies whose headquarters are located in France. The company Tom Press is committed to respecting all the clauses of the French Consumer Code pertaining to remote sales.

## **OBJECT**

These conditions aim to define the terms of sale between Tom Press and the customer, from ordering to services, including payment and delivery. They govern all of the stages required in order to place an order and ensure the follow-up of that order between the contracting parties.

## **ORDERS and PRODUCTS**

We accept orders placed by telephone, fax, e-mail, on the Internet site or by letter. Orders for which the payment is not sufficient or which do not include the delivery costs will not be dispatched. Products are available within the limit of available stocks. We make every effort to dispatch at the earliest opportunity. Should there be a case of momentary or definitive unavailability of an item, we contact the customer in order to indicate a date on which the product will be available once again and ask his or her agreement or offer to reimburse the customer (to do this, the customer must provide a fast means of contact on the order form: telephone number or e-mail address). Any order placed implies full acceptance by the purchaser of these conditions of sale.

## **PRICE**

The price of all our products is shown in euros, duty free, including eco-participation, exclusive of the contribution to handling and dispatch costs.

Our product offers and prices are valid for as long as they are visible on the website, within the limit of available stocks.

Tom Press reserves the right to modify its prices at any time, but the products will be invoiced based on the tariffs in effect on the site at the moment the order is validated by the customer.

The contribution to handling and dispatch costs for a single delivery depends on the actual weight of the order and the place of delivery.

## **PAYMENT**

Payment is made at the time of ordering and can be made in one of 3 ways.

- Postal or bank cheque.

- Bank/credit card.
- Cash postal order (or international money order).
- Place of payment: Sorèze (81540 France).

We await full payment prior to dispatching the good(s) (or the partial advance payment for cash on delivery).

For purchases over 200 euros, additional verifications may be performed. We are liable to ask you for proof of address, identity or payment (copy of the bank card, identity card...). This request can be made prior to validation of the order, at the time of payment, or even after payment has been made. Information collection respects the clauses of the law of 6 January 1978 known as "informatique et libertés" (information technologies and freedoms).

Conservation of this data is limited to the duration of the verification.

You may also be requested to pay for your purchases by bank transfer or cash order.

## **TRANSPORT and DELIVERIES**

Products are delivered to the delivery address given on the order form. If the address is difficult to access, this must be stated at the time of placing the order so that the transport company can be made aware of this. It may result in a refusal to deliver or a delivery surcharge. In case of customer absence at the time of delivery, a notice of non-delivery is provided.

The risk of loss during transport is covered and the customer is reimbursed further to investigation by the postal services or the transport company. The recipient must check the delivery in the presence of the transport company's representative. In case of damaged or missing goods, the package should be refused or the delivery docket should indicate the customary reservations and our customer service department must be immediately informed (Note: remarks such as "subject to unpacking" or "subject to verification" are not accepted by insurance companies and therefore have no legal value)

If the delivery man refuses to remain on site while the product is unpacked, this should be specified on the delivery docket: "the delivery man refused to wait for the product to be unpacked". The customer is informed that in the absence of written reservations on the delivery docket, the delivery conditions and goods are deemed to be compliant, except in cases where the clauses of article L.211-7 of the Consumer Code pertaining to legal compliancy guarantees apply.

## **RESERVATION OF OWNERSHIP**

The goods remain our property until full payment of the price is made. The risks related to the sold goods are transferred to the purchaser as soon as delivery has been made.

## **LITIGATION**

Any eventual dispute as to the nature and number of items received should be made in writing by letter within 72 hours following receipt of the goods.

This contract is governed by French law. The original contract is in French.

The settlement of disputes amicably is possible in accordance with the Consumer Code. For this, we adhere to the mediation service of CNPM - MEDIATION - CONSOMMATION – 27 avenue de la libération - 42400 Saint-Chamond FRANCE. In the event of a dispute, the Client must submit a written request to us prior to recourse to the mediation service. In cases where the consumer dispute is not resolved, the Customer can contact the mediation service at this address: <https://cnpm-mediation-consommation.eu/>. The Client is informed of the existence of

the European Commission platform <https://ec.europa.eu/consumers/odr/> which collects complaints from European clients before transmitting them to national mediators. In case of litigation, the French courts have sole competence. In case of litigation with professionals and/or retailers, the sole competent courts are those of the jurisdiction of our headquarters (Sorèze - TARN, FRANCE).

## **GUARANTEES**

We apply the three guarantees that are defined by law. – Guarantee of compliancy (Art. L. 211-1 to L.212-1 of the Consumer code). – Legal guarantee against hidden defects (Art.1641 to 1649 of the Civil code) – Contractual guarantee (Art. R. 211-1 to R. 211-5 of the Consumer code).

Our appliances are guaranteed for parts and assembly for a period of two years after the date on the invoice. Independant of this guarantee, the seller remains responsible for compliancy defects in the contracted goods and critical flaws as per the conditions laid out in articles 1641 to 1649 of the Civil Code.

All material that is under guarantee and returned outside of guarantee to be repaired will only be accepted, for the safety and hygiene of our staff, if clean and dry (be careful to place suitable caps on motor oil casings!). Carriage must be paid for all returns (any returns made in postage due will be refused except as part of the legal guarantee of compliancy or hidden defects) and accompanied by the invoice or a photocopy thereof and the 'return code' (which should be requested prior to sending and be clearly visible on the outside of the package).

Extract from the Consumer Code (French 'Code de la consommation'):

Article L211-4: The seller is bound to deliver goods compliant with the contract and to respond to existing compliancy defects at the time of delivery. He is also responsible for compliancy defects that result from the packaging and mounting or installation instructions when they are made his responsibility in the contract or are performed under his responsibility.

Article L211-5: To be compliant with the contract, the goods must:

1° Be suitable for the generally expected use of a similar item and, where applicable:

- correspond to the description given by the seller and possess the qualities presented by the seller to the buyer in the shape of a sample or model;
- present the qualities that a buyer may legitimately expect with regard to the public declarations made by the seller, producer or their representative, in particular in advertising or labelling;

2° Or present the characteristics defined by common agreement between the parties or be suitable for any special use sought by the buyer that was brought to the seller's attention and which the latter accepted.

Article L211-12: Action resulting from a compliancy defect lapses two years after delivery of the goods.

Extract from the Civil Code ('Code civil'):

Article 1641: The seller is bound by the guarantee for hidden defects within the item purchased which make it unsuitable for the use for which it was intended, or which diminish its use to such a degree that the buyer would not have acquired it, or would have paid a lower price for it, had he been aware of them.

Article 1648 - paragraph 1: Action resulting from critical flaws must be filed by the buyer within a period of two years after the discovery of the flaw.

## **RIGHT TO WITHDRAWAL**

In accordance with the law, if one or several products do not meet your expectations, Tom Press allows its customers a period of 14 days after the date of receipt (as per the post office stamp or dated delivery docket) to contact our customer service by post, telephone on +33 563 71 32 94 or at [infos@tompress.co.uk](mailto:infos@tompress.co.uk). You can use the form provided for this: [click here](#). You then have 14 days to return the products in question.

In order to facilitate the handling of your return, our customer service will attribute a 'return code' which should feature on the outside of the package.

All new material, in its original packaging, clean and undamaged, will be exchanged or refunded.

In case the right to withdrawal is exercised within the aforementioned period, only the price of the products purchased and returned and the dispatch fees in standard delivery mode will be refunded. Additional costs borne by the customer due to a choice of delivery method other than standard mode will not be reimbursed. Return costs are at the customer's expense.

Reimbursements are made within 14 days, starting from the date on which Tom Press has been informed of the customer's decision to withdraw and further to receipt of the returned package or formal proof of its reshipment.

Independent of the period mentioned above, Tom Press gives its customers 365 days after receipt to return an item and request a credit note. The item or items returned should be new, not damaged, clean and in their original packaging. It is imperative that the customer contact our customer service in advance in order to obtain our agreement to the return. The products will be accepted further to respect for the conditions outlined in the conditions of return (section "After-sales service return guarantees" on the website [www.tompress.co.uk](http://www.tompress.co.uk)). Return costs remain at the customer's expense.

## **RESPONSIBILITY**

Tom Press cannot be held responsible for not carrying out the agreed contract in cases of force majeure, disturbances or partial or total strike action, in particular on the part of the postal services and transport and/or communication means, flooding or fire.

Photographs are shown for illustrative purposes. We invite you to read the description of each product in order to familiarise yourself with the detailed characteristics and in case of doubt or if you would like additional information, do not hesitate to contact us on +33 563 71 32 94.

When you become a customer, you accept to receive offers from TOM PRESS. You have the right to consult, rectify and oppose the use of information pertaining to you (law n° 78-17 of 6 January 1978 relative to computerised information, files and freedoms) that can be exercised by writing to us at the following address: Tom Press ZA de la Condamine 81540 Sorèze.

Without formal and written opposition to our company address on your part, we may concede, rent or exchange your address. N° CNIL : 1112226.

tompress.com is a service of the company Tom Press SAS with capital of 8,000 euros  
Headquarters: ZA de la Condamine, 81540 SOREZE  
RCS Castres 438 153 272  
TVA : FR 24438153272

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