

Last update : June 10th, 2020

These general terms and conditions of sale are concluded on the one hand by the Tourist Office of Valmorel and the Valleys of Aigueblanche, registered under SIRET No. 311 678 809 000 30, with its registered office at 25, Bourg Morel 73260 VALMOREL, hereinafter referred to as "the OTVVA".

On the other hand, by any natural or legal person wishing to make a purchase on the Official Online Shop of Valmorel via the website valmorel.com, hereinafter referred to as "the buyer".

ARTICLE 1 - PURPOSE

These general terms and conditions of sale aim to define the contractual relations between the OTVVA and the buyer and the conditions applicable to any purchase made on the Official Online Shop of Valmorel present on valmorel.com. These terms of sale will prevail over any other general or specific conditions not expressly agreed by the OTVVA. The OTVVA reserves the right to modify its terms 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.

ARTICLE 2 - CHARACTERISTICS OF GOODS AND SERVICES OFFERED

The products offered are those appearing on the page of the Official Online Shop of Valmorel on the website www.valmorel.com. They are offered within the limits of available stocks. For products not in stock, the offers are valid subject to availability from our suppliers. The catalog photographs are as faithful as possible but cannot ensure perfect similarity with the product, especially regarding colors. In case of unavailability of a product after placing an order, the OTVVA will inform the buyer by email. The order will be automatically canceled, and a refund will be made by bank transfer.

ARTICLE 3 - PRICES

The prices of products are indicated in euros all taxes included (VAT and other applicable taxes on the day of the order), unless otherwise stated and excluding processing and shipping fees. Any change in tax rates may be reflected in the prices of products. OTVVA reserves the right to change its prices at any time, but the product will be invoiced based on the rate in effect at the time of order validation and subject to availability. The products remain the property of OTVVA until full payment of the price. The risks of loss or damage to the ordered products will be transferred to the buyer as soon as they physically take possession of them. The prices indicated do not include order processing, transport, and delivery fees. All orders, regardless of their geographical origin, are payable in euros.

ARTICLE 4 – ORDERS

Online orders are placed on the Official Online Shop of Valmorel via the website valmorel.com. The buyer who wishes to purchase a product or service must:

- fill out the online order form by providing all the references of the chosen products or services
- validate their order after checking it,
- fill out the identification form on which they will provide all the requested contact details,
- make the payment under the conditions provided to confirm their order.

Order confirmation implies acceptance of these general terms and conditions of sale, acknowledgment of having perfect knowledge of them, and waiver of one's own purchasing conditions or other conditions. All the data provided and the recorded confirmation

will constitute proof of the transaction. The confirmation will be considered as a signature and acceptance of the operations carried out. OTVVA will communicate by email confirmation of the recorded order. OTVVA reserves the right not to record a payment and not to confirm an order for any reason whatsoever, particularly in case of supply problems or difficulties regarding the received order. A summary of the order information and these general terms and conditions of sale will be communicated to the buyer in PDF format, to the email address provided by them, upon confirmation of their order.

ARTICLE 5 - WITHDRAWAL

In accordance with the provisions of article L.121-21 of the Consumer Code, the buyer has a withdrawal period of 14 days from the receipt of the ordered products to exercise their right of withdrawal without having to justify reasons or pay penalties. Returns must be made in their original condition, complete and intact (packaging, accessories, instructions). In this context, the buyer's responsibility is engaged. Any damage to the product on this occasion may prevent the right of withdrawal. Return costs are borne by the buyer. In case of exercising the right of withdrawal, OTVVA will proceed with the refund by bank transfer of the amounts paid, within 7 days of receiving and verifying the returned products.

ARTICLE 6 - PAYMENT TERMS

Validating an order implies, for the buyer, the obligation to pay the indicated and due price. Payments will be made by credit card; they will be made through a secure system named One Shot Pay, which uses the SSL (Secure Socket Layer) protocol so that the transmitted information is encrypted by software and that no third party can access it during transport on the network. The shipment of available products will be sent, with shipping fees added, within a maximum of 3 working days after receipt of the order. In case of partial deliveries, additional shipping costs may apply. An invoice on paper showing the VAT may be transmitted to the buyer, if requested.

ARTICLE 7 – DELIVERIES

The products are delivered to the delivery address indicated during the ordering process. Delivery will be made by La Poste within 2 days after the package is taken over by its services. Any possible delays do not entitle the buyer to claim damages. The risks are borne by the buyer from the moment the products leave the premises of OTVVA. In case of damage during transport, a motivated complaint must be made to the carrier within three days of delivery. In case of delayed shipment, an email will be sent to inform you of any possible consequences on the delivery time indicated to you. Delivery times are given for information only; if they exceed 30 days from the order, the sales contract can be terminated, and the buyer reimbursed. In the case of deliveries by a carrier, OTVVA cannot be held responsible for delivery delays due exclusively to the unavailability of the customer after several appointment proposals.

ARTICLE 8 - WARRANTY

All our products benefit from the legal warranty of conformity and the warranty against hidden defects, provided for by articles 1641 and following of the Civil Code. In case of non-compliance of a product sold, it can be returned, exchanged, or refunded. All claims,

exchange requests, or refunds must be made by email to alliance@valmorel.com within 30 days of delivery. The products must be returned to us in the condition in which you received them with all the elements (accessories, packaging, instructions, etc.). Shipping costs will be refunded based on the invoiced rate, and return costs will be refunded upon presentation of supporting documents. The provisions of this article do not prevent the buyer from benefiting from the right of withdrawal provided for in article V.

ARTICLE 9 – LIABILITY

The products offered comply with the current French legislation. OTVVA cannot be held responsible for any non-compliance with the legislation of the country where the product is delivered. It is the buyer's responsibility to verify with local authorities the possibilities of importing or using the products or services they intend to order.

Furthermore, OTVVA cannot be held liable for damages resulting from the misuse of the purchased product. Finally, OTVVA's liability cannot be engaged for any inconvenience or damage inherent in the use of the Internet network, including service interruptions, external intrusions, or the presence of computer viruses.

ARTICLE 10 - INTELLECTUAL PROPERTY

All elements of the website www.valmorel.com owned by OTVVA remain the intellectual and exclusive property of OTVVA. The products sold are protected by a trademark, and any copying or reproduction is prohibited. No one is authorized to reproduce, exploit, redistribute, or use, in any way, even partially, elements of the website, whether they are software, visual, or auditory. Any simple link or hyperlink is strictly prohibited without express written consent from OTVVA.

ARTICLE 11 – PERSONAL DATA

In accordance with the law relating to data processing, files, and freedoms of January 6, 1978, personal data concerning buyers may be subject to automated processing. OTVVA reserves the right to collect information about the buyer, including through the use of cookies. This information is necessary for the execution of services and orders for their management, execution, processing, and payment. The buyer may object to the disclosure of their information by notifying OTVVA. Likewise, buyers have the right to access and rectify their data, in accordance with the law of January 6, 1978.

The automated processing of information, including the management of email addresses of site users, was the subject of a declaration to the CNIL on May 24, 2012, registered under number 1589296. This information and data are also kept for security purposes, to comply with legal and regulatory obligations.

ARTICLE 12 - ARCHIVING - PROOF

OTVVA will archive order forms and invoices on a reliable and durable medium, constituting a faithful copy in accordance with the provisions of Article 1348 of the Civil Code. The computerized records of OTVVA will be considered by the parties as evidence of communications, orders, payments, and transactions between the parties.

ARTICLE 13 - DISPUTE RESOLUTION

Although these general conditions of sale have been translated in english, they are subject to French law. In case of dispute, French courts will have exclusive jurisdiction.