

# KAN AR C'HOAD

## TERMS AND CONDITIONS AND LEGAL NOTICES

last update : 13/12/2017

These Terms & conditions and legal notices are concluded between:

On the one hand the company KAN AR C'HOAD, a company registered in the Register of Trades and Crafts of the Côtes d'Armor under the number 481.701.852 RM 22, hereinafter called "KAN AR C'HOAD".

KAN AR C'HOAD  
Legal representative : DEFOIS DAVID  
Adress : 13 Moustermeur - 22110 Kergrist-Moëlou - France  
SIRET number : 481-701-852-00024  
APE Code : 3220ZC

And on the other hand, any natural or legal person wishing to make a purchase on the website [www.kanarchoad.com](http://www.kanarchoad.com), hereinafter the "CLIENT".

**Price :** Indicative price subject to typographical errors. The prices of our products are inclusive of VAT (all taxes included). Prices are expressed in Euros, excluding postage. The products ordered will be billed at the price in effect when the order is registered. KAN Ar C'HOAD, reserves the right to modify its prices at any time, being understood however that the price displayed on the day of the order will be the only one applicable to the CLIENT. Customs duties or any local taxes, import duties or state taxes may be payable. These rights and sums are not the responsibility of the company KAN AR C'HOAD and will be the responsibility of the CLIENT and under its full responsibility both in terms of declarations and payments to the competent authorities and bodies.

**Order :** The conclusion of the sales contract will occur after validation of the order form on line or the signature by the CLIENT of the estimate established by KAN AR C'HOAD, and entails the acceptance of the present conditions of sale, and the recognition of having perfect knowledge of it. If the CLIENT has an email, he will receive by email an acknowledgment of receipt confirming the order with all the elements of the contract. (products ordered, prices, terms of payment, delivery times ...).

**Quotation :** For any product purchase request proposed on the website [www.kanarchoad.com](http://www.kanarchoad.com) but not available, an estimate will be established by KAN AR C'HOAD specifying:

- the name of the client;
- the billing and delivery addresses of the CLIENT;
- the price of the product in agreement with that indicated on the site;
- the price of the shipping costs in case of delivery by carrier;
- the delivery time ;
- payment dates;
- payment methods.

**Payment :** The payment terms are specified on the quote. The CLIENT agrees to pay the price stipulated for the product ordered on the site or the quote (price of products and transport).

Payment for purchases is made at the discretion of the CLIENT:

- by **check** : it must be issued by a bank domiciled in France, compensable in France, established in Euros to the order of **KAN AR C'HOAD** and addressed to **KAN AR C'HOAD - 13 moustermeur - 22110 KERGRIST- Moëlou - FRANCE**. The ordered items are then reserved for 10 days from the date of order. After this period and in the absence of receipt of the corresponding check, KAN AR C'HOAD reserves its right to cancel the order of the CLIENT. The check will be returned to him upon receipt. Cashing is made upon receipt of the check.
- by **bank transfer** to the account of the Company. The transfer fees are the responsibility of the CLIENT.  
Account Holder: KAN AR C'HOAD - DEFOIS DAVID  
Domiciliation: NEF AGENCE DE LORIENT 10 BOULEVARD SVOB 56105 LORIENT  
**International Identification (IBAN)** : FR76 4255 9000 5721 0082 5450 806  
**International Bank Identification (BIC)** : CCOPFRPPXXX

**Failure to pay - retention of title :** The ordered products remain the property of KAN AR C'HOAD until the final and full payment of their price in accordance with the law n ° 80 335 of May 12, 1980. KAN AR C'HOAD reserves the right to claim the products ordered in case of failure to pay.

In this case and at the first request of KAN AR C'HOAD, the CUSTOMER undertakes to return any unpaid product, all expenses to his charge.

**Risk transfer :** The transfer of risk occurs as soon as KAN AR C'HOAD delivers the products to the carrier. It is the same in case of sending or returning products carried Franco port. During the withdrawal period mentioned below, the CLIENT is responsible for the thing as keeper. In case of deterioration or destruction of the product during the custody of the CLIENT, the latter will be liable.

**Order fulfillment :** The order will be fulfilled after collection of payment within the time specified either at the confirmation of order by KAN AR C'HOAD or by the quotation established by KAN AR C'HOAD. In case of out of stock or unavailability of the product ordered, KAN AR C'HOAD undertakes to inform the CUSTOMER as soon as possible and to specify a period of availability. The CLIENT will confirm his choice either to wait for the availability of the product or to be reimbursed.

The ordering process with the online order form is as follows:

*KAN AR C'HOAD – DAVID DEFOIS – 13 Moustermeur – 22110 KERGRIST – FRANCE – N° SIRET : 481-701-852-00024*

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- Choice of desired article;
- CUSTOMER contact information;
- Choice of payment method and acceptance of general conditions of sale;
- Validation of the payment.
- The CUSTOMER will receive an e-mail confirmation and shipping order.

The order process with a quote is as follows:

- CUSTOMER quote request;
- Issue of an estimate by KAN AR C'HOAD;
- Validation or request for revision of the estimate by the CLIENT;
- Choice of the method of payment and acceptance of the general conditions of sale;
- Validation of the payment.
- The CUSTOMER will receive a confirmation e-mail and shipping order.

**Delivery :** The products are delivered to the address indicated by the CLIENT when ordering. Delivery is deemed made as soon as the product is made available to the CUSTOMER by the carrier. The delivery note submitted by the carrier of the product will constitute proof of transport and delivery. The carrier carries out under its responsibility the loading and unloading operations of the consignment from its support and until its delivery, namely to the private individuals: at the threshold of the house. **On delivery, the CLIENT is required to check, in the presence of the carrier, the condition of the packaging of the goods and its contents.** In the event of delays, damages, total or partial losses, or of some other problem, it is up to the CUSTOMER to exert any recourse with the conveyor and to do what is necessary to obtain the report of deterioration. **Therefore, during the delivery, KAN AR C'HOAD recommends to the CUSTOMER to proceed to the ascertainment of the state of the products delivered. If he finds anomalies, he must refuse the delivery.**

**Force majeure :** Expressly are considered as force majeure, those usually retained by the case law of French courts and tribunals. The occurrence of a case of force majeure will suspend, as of right, the execution of the order. If beyond a period of three months, the parties note the persistence of force majeure, the order will be automatically canceled.

Complaints: Claims for non-conformity of the products delivered with the order must be made in writing directly to KAN AR C'HOAD and this immediately upon receipt. The CUSTOMER must keep the packaging and the packing slip. In case of error on the product, the CUSTOMER undertakes to return the said product concerned within seven days of receipt to KAN AR C'HOAD with the accompanying documents. Upon receipt of the product in good and due form, KAN AR C'HOAD will return, at its expense, the product initially ordered.

**Right of withdrawal :** The CLIENT has, within fourteen working days from the delivery of his order, a right to return, at his own expense, for exchange or refund, products that do not suit him in accordance with the Article L 121-20 and following article of the code of consumption. After this period, no sending in cash on delivery will be accepted for whatever reason. If this period expires on a Saturday, Sunday or a holiday, it is extended until the next business day. The article should not have been damaged and should be perfectly clean. KAN AR C'HOAD will judge the perfect condition of the returned merchandise. No returns will be accepted if the returned items have been damaged by the CUSTOMER and such use or damage renders the items unfit for sale. This right of withdrawal is exercised without penalty, except for the cost of return. However in the case of a free port of the product, KAN AR C'HOAD will pass the initial amount during the transfer. Within a maximum period of 30 days from the receipt of the product, the CUSTOMER will be refunded sums paid. For this purpose, the CLIENT will provide KAN AR C'HOAD with his bank details. It is strongly recommended to keep the receipt provided by the Post Office. KAN AR C'HOAD declines any responsibility in case of loss or degradation during the transport of the parcel.

**Intellectual property :** KAN AR C'HOAD is the owner of the intellectual property rights on the site and the right to distribute the elements appearing on the catalog of the website. Consequently, the partial or total reproduction, on any medium whatsoever, of the elements composing the site and the catalog, their use as well as their provision to third parties are formally forbidden.

**Jurisdiction :** Orders are subject to French law. The contractual information is presented in French and English. In case of dispute, the CUSTOMER will first contact the company to find an amicable solution. Failing an amicable agreement, the CLIENT will have the opportunity to address the court of his choice according to Article 141-5 of the Consumer Code.

CNIL declaration: The KAN AR C'HOAD website has been declared to the CNIL (National Commission for Computing and Liberties) under the number 2084749 v 0. In accordance with articles 38 and 40 of the law 2004-801 of 06/08/2004, you have a right of access, rectification, and deletion of your data. This right can be exercised by sending an e-mail to the following address: [kanarchoad@gmail.com](mailto:kanarchoad@gmail.com). The personal data collected by KAN AR C'HOAD, remains strictly confidential and will not be communicated, given or sold to third parties. They are for internal use only.

KAN AR C'HOAD: SIRET: 481-701-852-00024

This site was designed and directed by Laetitia Toury and Benoit Landhauser. This site is hosted by OVH.

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