

General Terms & Conditions

1. Introduction

The following provisions are governed by these general conditions of sale: all orders placed by an individual, hereinafter referred to as "you" or the "customer", with Califonzycation, hereinafter referred to as "Califonzycation.com", "we" or "our", a company having its registered office on Route de la Résidence 31A, 1752 Villars-sur-Glâne in Switzerland, of cards, calendars, prints or other consumables (the "products").

Before using the Califonzycation.com website (www.califonzyaton.com) and associated pages (the "site") and / or placing an order, we advise you to carefully read all the provisions of these general conditions. as well as the site's <u>privacy policy</u> and any other provision that may appear on the site during promotions or specific campaigns.

Each order placed with Califonzycation.com is governed by these general conditions of sale. Unless otherwise stated in these general conditions of sale, they apply to the exclusion of all other conditions.

Our general conditions of sale are likely to be modified on the occasion of the publication of a new version on the site at a more recent date. We invite you to read our general conditions of sale regularly to be informed of these changes. The general terms and conditions of sale that apply are those in effect at the time you order products from us, unless a modification thereof is required by law or a government authority (in this case, it will apply to orders previously made by you).

Any order placed on the Site can be delivered in Switzerland or in the European Union.

2. Order

2.1. Registration

The prerequisite for placing an order is the transmission of personal information for your registration, for example your name and e-mail address. This information must be accurate and up to date.

Please inform Califonzycation.com of any changes to your address or to any other information by updating your personal data on the Site and without delay, so that we have accurate data to process your requests and orders.

2.2. Password and privacy

Once you have registered on our Site, you will have a unique username and password for your account (the "Login details"). We ask you to respect the confidentiality and security of your Identifiers, which is your sole responsibility. Any successful connection made with your login details will be considered a personal act on your part, whether it was made by you or another person.

If you know or have a reason to believe that your credentials have been stolen or misused, or for any other security-related issue, we invite you to immediately contact Californian by calling our customer service on +41 79 191 57 89.

If Califonzycation.com knows or has reason to believe that your login details are actually being used by another person, Califonzycation.com will immediately suspend use of that account (including processing any transactions made from that account).

2.3. Order process

You can place your orders:



- on Internet on https://www.califonzycation.com/;
- per email info@califonzycation.com;
- by post to the address Califonzycation.com, Route de la Résidence 31A, CH-1752 Villars-sur-Glâne.

To place an order for products on the site, all you have to do is click on the "Add to cart" button and confirm the order on the payment page. Califonzycation.com offers its products for sale on the Site within the limits of available stocks.

After placing an order on the Site, you will have access to the order confirmation page so that you can check it and check the total amount. After having accepted the general conditions of sale, you will be invited to indicate the data relating to the payment to finalize your order.

2.4. Order confirmation

As soon as you have made and confirmed your order(s), Califonzycation.com will confirm receipt of your order (s), mentioning all the detailed information relating to the products ordered.

After confirming receipt of your order(s), Califonzycation.com will check the availability of the affected products. A contract for the sale of Products between you and Califonzycation.com will only be concluded when Califonzycation.com has confirmed that all or part of the Products is or are still available and has sent you confirmation that the contract has been concluded.

The contract for the sale of products will only concern products for which we have confirmed shipment.

Within the limits imposed by law, Califonzycation.com is authorized to refuse, delete or cancel an order for any reasonable reason and at any time. For example, we are likely to refuse an order if a product is totally or partially unavailable after the order has been confirmed. In this case, you will be informed of the delivery of a partial order or of the cancellation of your order. If you have already paid for some or all of these products, we will refund you the full amount of the affected products as well as all delivery charges billed as soon as possible. Califonzycation.com is also likely to refuse an order in the event that a dispute exists concerning the payment of previous orders or in the event of abnormal orders and orders for which Califonzycation.com suspects that they were not made in good faith. .

2.5. Price

The prices mentioned for the Products that you order are those mentioned on the site on the date you place your order, all taxes included. Delivery costs will be invoiced at the rates indicated on the Site on the date on which you placed your order and calculated according to the size of your order. We will tell you the delivery charges applicable to your order at the payment stage and before your order is confirmed.

Califonzycation.com reserves the right to modify the prices of its products in the future. Price changes will not apply to Product orders confirmed by Califonzycation.com.

2.6. Payment

Payment must be made using the method you selected when paying for your order. Payments can be made by credit card or debit card or any other payment method offered by Califonzycation.com. For any payment, it is imperative to mention the customer number and / or the invoice number.

For security reasons, the data relating to your card are encrypted during all transmissions. Depending on the organization or payment service, payment by credit card may require the issuance of an authorization or may be completed in stages. In the event that Califonzycation.com should not receive this authorization, Califonzycation.com reserves the right to cancel your order.



In the event that your credit card or debit card could not be charged, Califonzycation.com will put your order on hold and send you a message that the payment has failed. No order will be shipped without confirmation that payment has been authorized or processed. Califonzycation.com reserves the right to refuse any new order until the balance due has been fully paid. Invoices are sent after delivery of the Products and are payable upon receipt, with the exception of cases where it is a first order, for which Califonzycation.com will require advance payment before proceeding with the delivery of the Products.

In the event of payment by invoice, if payment is not made on receipt, Califonzycation.com will be obliged to give you formal notice. In this case, Califonzycation.com reserves the right to charge you a reminder commission as well as late payment interest in addition to the invoice. The invoice amount as well as late interest and reminder costs can be transferred to an external company or a lawyer for collection. You will also be required to reimburse the collection costs of that company or lawyer in addition to the amounts opened with Califonzycation.com.

2.7. Return

All sales are final. We just accept returns due to damaged good or defectives through transportation. If we have approved a return, items need to be returned with proof of purchase within 7 days upon receipt. We do not take responsibility for losses of or damages to returned goods during transit. Usage of a trackable system to return any items to us is strongly recommended. Refund will take place after we received the retuned goods. Returns without any query approval will not be accepted. Please do not send your purchase back without any query approval to us or to the manufacturer.

3. Delivery

3.1. Delivery

All orders confirmed by Califonzycation.com will be delivered to the delivery address specified when you place your order.

Califonzycation.com and / or companies authorized by Califonzycation.com may contact you by SMS, telephone and / or e-mail and give you information regarding your order and its delivery.

Califonzycation.com makes every effort to make standard deliveries (subject to availability and after receipt of funds) within one (1) to three (3) business days of receipt of an order.

In order to deliver orders on time, Califonzycation.com strives to have sufficient stocks of Products. However, it is possible that the stocks of certain Products prove to be insufficient to allow delivery of all orders on time. In such cases, you agree that Califonzycation.com authorizes itself to make partial deliveries or to defer delivery without being considered in default. Orders for Products available in limited quantities (eg limited editions, etc.) are only accepted if the stock level permits.

3.2. Default of payment and transfer of risk

Califonzycation.com remains the owner of the products until full payment of the price for said products. Any risk of loss or damage to the products passes to you when you take delivery of the delivery (or any other person acting on your behalf).



3.3. Product verification

At the time of delivery, we ask you to check that the items delivered correspond to those mentioned on your order confirmation. The products must be intact, without damage, dry and not have been modified in any way.

In the event that you notice any damage or missing items, you must report it, file a complaint with the carrier and contact our customer service no later than two (2) days after delivery. In this case, and to the extent that the complaint is justified, Califonzycation.com will provide you with identical replacement products.

4. Responsibility

The photographs and texts presented by way of illustration and description of the Products on the Site are non-contractual and given exclusively for information purposes. Califoral communication cannot be held responsible for any errors or omissions in the illustrations or texts displayed on the Site.

You expressly acknowledge and agree that Califonzycation.com is not liable for any direct, indirect, incidental, particular, derivative, fortuitous or consequential damage of any kind (even if the threat of such damage was known or should have been known by Califonzycation.com), likely to result from the products offered on the Site, from the use or sale of these products.

We expressly decline all responsibility for any loss or damage that you may incur as a result of non-compliance with these General Terms and Conditions of Sale. We only provide Products for personal and private use. You agree not to use these Products for commercial, professional or resale purposes. We accept no responsibility for any loss of profit, loss or interruption of business or loss of business opportunity.

These General Conditions of Sale do not contain any provision excluding or limiting our liability in the event of fraud or serious misconduct.

5. Force majeure

Califonzycation.com will do everything necessary to fulfil its obligations. However, Califonzycation.com cannot be held responsible for delays or lack of deliveries caused by circumstances beyond its reasonable control ("force majeure"). Among these circumstances are without limitation strikes and social movements led by third parties, riots, revolts, wars, natural disasters or any other situation that makes the production, transport or delivery of the Products impossible or impractical.

In the event of a delay resulting from a case of force majeure, the obligations of Califonzycation.com will be suspended and the period of performance of our obligations will be extended for the duration of the event. Califonzycation.com will honour its obligations as quickly as possible within reason. Califonzycation.com reserves the right to distribute any remaining product among its customers in a fair and reasonable manner.

6. Intellectual property rights

Califonzycation.com is the owner of the designs and content of this website. They are protected by copyright and other intellectual property rights. No part of this site may be copied, reproduced, modified, distributed, displayed, posted, or transmitted without permission. All trademarks, product names and company names or logos featured on this website are the property of their respective owners.



7. Applicable law and competent courts

These General Conditions of Sale and your purchase of Califonzycation.com Products are governed by and interpreted in accordance with Swiss substantive law, without consideration of the provisions of that country on conflicts of laws.

Any dispute or claim arising from or associated with these general conditions of sale will be subject to the exclusive jurisdiction of the courts of Fribourg, Switzerland.

In the event of a translation conflict, the French version prevails.