

## **GENERAL TERMS and CONDITIONS OF SALE**

### **1. Acceptance of terms and conditions of sale**

The present terms and conditions of sale govern the contractual relations between the craftsman Ivica Oblijan, who created the products for sale on [www.oblianelli.com](http://www.oblianelli.com) (referred to as the seller ) and the customer (also referred to as the buyer), both parties accepting the latter without reservation. These conditions of sale shall override any other terms which may feature in any other type of document except for those requested by prior agreement.

### **2. Products**

The products displayed by the seller to his customers are made available on the “web shop” of the [www.oblianelli.com](http://www.oblianelli.com) website. The photographs showing the products are not binding. The objects are hand-made and each piece of art is unique. There is often a slight difference in colour and volume between what you see in the photographs and the object itself.

### **3. Orders**

The computerized records stored within the computer systems, the e-mail: [ivo.oblijan@gmail.com](mailto:ivo.oblijan@gmail.com) , will be considered as evidence for all the details provided, such as items, quantity and dates of ordering. The seller will acknowledge the receipt of the order by e- mail to the address specified by the customer. The buyer is liable for the information given: if the address is wrong, the seller cannot be held responsible for the non - delivery of the goods.

#### **4. Terms of delivery**

We guarantee a 48-hour delivery in France (except for delays incurred by “La Poste”) and a ten - day delivery to any other country.

For deliveries outside mainland France as well as to French Overseas Departments and Territories (DOM –TOM) , the customer is responsible for the settlement of custom duties on imports , VAT rates (Value Added Tax) and any other taxes due to the legislation of the country concerned.

The despatch to mainland France is carried out by the registered Colissimo, recorded delivery system which guarantees a 48-hour delivery .The package is handed over to the addressee upon receipt of his signature, or if the latter is not present, it will be given to a person authorized by the client. The buyer cannot claim any compensation for postal delays. He is solely responsible for the costs of transport ; the seller is not liable for packages that are lost or damaged during transport.

Deliveries to the European Union and elsewhere are made through recorded delivery systems of “La Poste”.

Faulty goods may be returned subject to the conditions specified in this document.

#### **5. Returns and complaints**

The goods must be returned within 8 days with effect from the date of delivery .The same procedure applies should you wish to make a complaint.

For a full refund, the goods must be returned in perfect condition and in their original packaging together with any documents or enclosed items to the following address : Ivica Oblijan, 7, rue Mathias Graf, 68100 Mulhouse (France)

The customer must pay for the postal fees when returning the goods.

The seller will refund the customer within 7 days of receiving the goods.

#### **6. Tariffs**

Prices are quoted in euros.

The price quoted on the order list is final and includes the value of the work of art and any additional taxes together with packaging and transport costs.

## **7. Settlement measures**

Any purchase made on [www.oblianelli.com](http://www.oblianelli.com) must be paid for in full whilst ordering. The goods can only be forwarded after the invoice (including VAT and transport costs) has been settled in full.

In order to avoid any dispute concerning the amount paid for by the buyer, the seller will systematically confirm the order by mail (please, refer to paragraph 3 of the conditions of sale) which he can use as a guarantee when checking the goods upon delivery.

The order placed by the customer will be considered valid after the definite agreement of the banking systems on transferring the payment or after a cheque has been cashed. Should the bank refuse cash settlement, the order will be automatically cancelled and the customer immediately informed by e-mail.

## **8. Means of payment**

Payment can be made by:

- Pay - Pal over the internet
- Bank transfer (please contact the seller to get his account details)

## **9. Legislation matters**

The present contract is subject to French legislation. Complaints or disputes will always be handled with due care. In case of dispute, the client can apply to the person in charge of the business concerned in order to negotiate and settle an agreement. If all attempts fail, the tribunal of the Chamber of Commerce in Mulhouse is solely liable to settle the dispute wherever the place of delivery or whatever means of payment have been used.

## **10. Warranty**

By all means, the client is legally protected in case of hidden faults in accordance with Article 1625 of the Civil Code. The buyer must prove the existence of a hidden fault in order to get full compensation from the seller for any damages incurred. (Article 1641 of the Civil Code). If the buyer wishes to take legal action against the seller, he must do so without delay upon discovering the existence of the fault. (Article 1648 of the Civil Code). The seller can be contacted any time on his mobile n° 0617730810 or by mail at [ivo.oblijan@gmail.com](mailto:ivo.oblijan@gmail.com).

## **11. Data Protection**

In accordance with the French law of January, 1978 concerning Data Protection and Privacy of Information, the customer has the right to access, modify or delete personal data at his convenience. Additionally, the seller pledges not to pass on any of his clients' personal data under any circumstances.

***This website does not wish to encourage people to smoke. Smoking damages your health.***

## **12. Legal details**

Ivica Oblijan – 7 , rue Mathias Graf – 68100 Mulhouse – France.