

TERMS AND CONDITIONS OF ONLINE SALES

LE MÉMORIAL DE CAEN

THE BOUTIQUE BOOKSHOP

1. Preliminary stipulations

These terms and conditions of sale constitute a contract for distance-selling, defining the rights and obligations of Le Mémorial de Caen, hereafter referred to as "Le Mémorial" (CAEN RCS no. 348 713 694), and its consumer customers wishing to make a purchase via the <https://www.boutique-memorial.fr> website, hereafter referred to as the "Site".

Customers are exclusively consumers, defined as natural persons acting for purposes that do not fall within the scope of their commercial, industrial, trade, independent professional or agricultural activity.

Orders on the Site must be intended for personal use. Resale, use or transformation of the products by the customer for any commercial use is prohibited unless authorized by Le Mémorial.

These terms and conditions cancel and replace the previously applicable terms and conditions. The act of placing an order implies the customer's full and unreserved acceptance of the terms and conditions of sale as stated hereafter, which prevail over all other documents such as print-outs, flyers, promotional catalogues or product descriptions issued by Le Mémorial.

Le Mémorial takes the greatest care in putting information online about the essential characteristics of the products, notably by means of technical descriptions from its partners and suppliers and photographs illustrating the products. In this regard, Le Mémorial agrees to respond to any request for additional information on the products. In any case, Le Mémorial cannot be held liable for any changes or errors concerning the description of the characteristics of the product purchased, unless, however, the essential characteristics of the product are affected.

The fact that a party does not avail itself at a given time of any one of these terms and conditions may not be interpreted as renunciation of its right to avail itself of said terms and conditions at a later time.

Le Mémorial reserves the right, at any time and without notice, to adapt, modify or update its terms and conditions of sale. In any case, the applicable terms and conditions of sale are those available online on the day of order placement by the customer.

2. Order

2.1. The customer declares to have the capacity to establish this contract, i.e., to have attained the age of Memorial legal majority and to be under no guardianship or protected status.

The customer will place an order in accordance with the instructions given to him on the Site. He agrees to place the order making sure to give the necessary, complete and accurate information. In any case, the customer is responsible for the information entered when placing an order. In case of an error in the description of the recipient (name, address, etc.), Le Mémorial cannot be held responsible for delays in delivering the products.

2.2. As a reminder, the steps to order the products on the Site are as follows:

- **Selection of the product:** After clicking on the "Add to cart" icon and after checking the specifics of his order (item, quantity, colour, price, etc.) from the references of the offers visible on the Site, the customer validates the choice of the selected item(s) by clicking on the "Order" icon. Information on the availability of item(s) is given when selecting products, subject to possible synchronization errors in Le Mémorial's computer system. In any case, the availability of products will be definitively validated at the time of shipment confirmation for the order, which will be sent to the customer by email.

In the event that one of the products ordered is not available when preparing the customer's order, Le Mémorial agrees to contact the customer as soon as possible in order to inform him of the timeframe within which this product can be delivered, if applicable. If this timeframe is too long, the customer can choose to cancel his order and amounts paid will then be refunded as soon as possible.

It is pointed out that the choice of products is solely the responsibility of the customer.

- **Identification:** If the customer is already registered on the Site, he fills in the fields provided for this purpose by entering his username and personal password. If the customer is not yet registered on the Site, he must create an account by filling in the fields provided for this purpose by indicating his contact details with the following required information: title, last name, first name, full delivery address, e-mail and telephone number.

- **Validation:** The customer has the possibility, before validating his order, of checking the detail and total price and correcting any errors before confirming it for its acceptance. The customer chooses his delivery method and his method of payment. The customer declares to have read and accepted these terms and conditions of sale by checking the corresponding box. The customer definitively confirms his order by clicking on the "Finalize my order and pay" icon.

- **Payment:** The customer proceeds with payment by being sent to the secure website of Le Mémorial's banking partner. Once payment has been made for the order, the customer can print the page summarizing his order. In any case, the customer will receive order confirmation by e-mail, accompanied by the form to exercise the right of retraction, at the latest at the time of delivery. The summary of the order must be kept since it constitutes proof of the customer's order and the contract binding the parties.

2.3. In any case, Le Mémorial reserves the right not to accept an order for a legitimate reason such as a problem with understanding the order received, a foreseeable problem concerning delivery, or an abnormality of the quantities ordered with regard to the current needs of a consumer. If the order cannot be accepted for a legitimate reason, Le Mémorial will inform the customer of this by email. Le Mémorial also reserves the right not to comply with any request of the customer that is exorbitant or in violation of common law or its terms and conditions, or in case of an ongoing dispute with the customer.

3. Delivery – Acceptance

3.1. Delivery timeframes: Delivery times vary according to the option chosen.

The delivery times indicated are given for information only, except in case of an express commitment on firm dates and times established between Le Mémorial and the customer in writing. In the absence of such a commitment, failure to respect the deadline would not give rise to damages, a holdback or cancellation of orders in progress.

Le Mémorial cannot be held responsible for any delay or absence of acceptance due to a case of force majeure or fault on the part of the customer, for example in case of an incorrect address or absence of the customer at the time of delivery.

In any case, in the absence of delivery within the expressly agreed timeframe, or in the absence of agreement on a delivery timeframe, in the event of non-delivery 30 days, at the latest, after establishment of the contract, the customer may formally notify Le Mémorial, by registered letter with acknowledgment of receipt, to proceed with delivery within a reasonable additional period. In the absence of performance by Le Mémorial within this new period, the customer may terminate the contract by registered letter with acknowledgment of receipt. The contract will be considered terminated upon receipt by Le Mémorial of this letter, unless it has been performed in the meantime. Amounts paid by the customer would then be reimbursed to him without interest or compensation, within 14 days at most, following the date that the contract was terminated.

3.2. Place of delivery: The products are offered for sale for online purchases delivered in continental France, Corsica, DROM-COM (overseas departments and territories) and in the countries of the European Union. Le Mémorial can in no way be held responsible in the event of delay and/or non-delivery due to a wrong or erroneous address or to which delivery proves impossible.

3.3. Terms of delivery and acceptance:

For the delivery of his order, the Customer must choose a delivery method among those proposed by Le Mémorial.

3.3.1. Delivery to a pick-up point

Products ordered by the customer will be delivered to the pick-up point selected by the customer, with the latter being responsible for collecting the products. The customer is informed about delivery of the products by email and of the timeframe during which he can collect his order.

To collect his order, the customer must be in possession of an identity document.

If the customer does not collect the products made available to him at the pick-up point within the time indicated, and after a reminder which has been unsuccessful, the package will be returned to Le Mémorial. Under such circumstances, the customer will be informed, by any person and in any manner, about the conditions, notably financial, of obtaining a new delivery. The costs of re-shipping to the customer shall be the customer's responsibility.

3.3.2. Home delivery

If the customer selects this delivery method, the products will then be delivered to the address he has provided on the Site when ordering. For deliveries in continental France, the customer can choose to take delivery by Colissimo, with or without signature.

The delivery is deemed as completed by Le Mémorial upon physical remittance of the products ordered by the transporter to the customer. The customer is required to personally accept the products ordered. The customer agrees to sign the delivery slip for the products.

If the customer is absent at the time of delivery, the latter is informed as soon as possible by the transporter about availability of the products. If this deadline is exceeded, the package will be returned to Le Mémorial. The costs of re-shipping to the customer shall be the customer's responsibility.

Upon receipt, it is the customer's responsibility to check the condition of the packaging and the number of products. This verification is considered to have been done as long as the customer, or a person authorized by it, has signed the delivery slip. In case of a dispute, deterioration of the product during transport, damage, missing products or delay, the customer is responsible for stating clear and precise reservations on the delivery or acceptance document of the transporter, and for confirming these reservations to the transporter by registered letter with acknowledgment of receipt in the three (3) days, not including public holidays, which follow receipt of the products.

In accordance with article L. 224-65 of the Consumer Code, when the customer personally takes delivery of the objects transported and when the transporter does not justify having given him the opportunity to effectively check their proper condition, the period mentioned above is extended to ten (10) days.

3.3.3 Collection at Le Mémorial's bookshop – Click & collect

The customer can also choose to pick up his order physically at the boutique bookstore of Le Mémorial de Caen using the click & collect service, during the days and hours of operation of Le Mémorial de Caen (consult the schedule of Le Mémorial de Caen on the Site by [clicking HERE](#)).

The customer has a period of ten (10) working days from receipt of the email informing him of the availability of the products, to come and pick up his order. To proceed with collecting his order, the customer will present the order confirmation email (which indicates the order number) on his mobile or in printed format. He may be asked for a piece of identification.

In the absence of presentation of these documents, Le Mémorial will be within its rights to withhold the customer's order, with the latter being responsible for returning with the required supporting documents.

In case of failure by the customer to collect his order within ten (10) working days following receipt of the email informing him of the availability of the Products, the order will be automatically cancelled, the amounts in question will be refunded by Le Mémorial and the products will be returned to stock.

4. Price– Payment

4.1. The selling prices of the products mentioned on the Site are expressed in euros all taxes included, with the applicable VAT in effect being that in effect at the time of order placement. The prices indicated do not include the delivery costs for the products, which are billed in addition and clearly indicated before validation of the order. For deliveries outside the territory of the European Union, the customer will also have to pay customs duties and other taxes due for importation. The total price billed to the customer is the price specified on the order confirmation, representing the price of the products including VAT, to which is added the price of transport.

Le Mémorial reserves the right to modify its prices at any time. However, no modification subsequent to the order can be applied. In any case, the price applicable to the products ordered is that appearing on the Site on the day of order placement.

4.2. Orders are payable in euros, in full and in cash. At no time can the sums paid be considered as a deposit or down payment. Payment for products is made by credit card (Carte Bleue, Visa, Master Card), PayPal or cheque.

The customer proceeds with payment by being sent to the secure website of Le Mémorial's banking partner. In case of refusal of the card used by the payment centre, the order is automatically cancelled.

In case of payment by cheque, the customer has ten (10) working days following placement of his order to proceed with payment (date of receipt of the cheque being deemed as proof). The order is shipped after cashing the cheque. In case of refusal of the cheque by the payment centre, the order is automatically cancelled.

Le Mémorial reserves the right, at any time, depending on the risks involved, to set a limit on amounts due by the customer or to require certain payment terms or guarantees.

5. Legal guarantees – Liability

5.1. Le Mémorial is bound by legal guarantees in effect with regard to its consumer customers, namely, the legal guarantee of conformity (articles L. 217-4 et seq. of the Consumer Code) and the legal guarantee against hidden defects as specified in articles 1641 et seq. of the Civil Code. As such, the customer may make a claim under the legal guarantee of conformity or the guarantee of defects of the thing sold by sending his complaint to Le Mémorial at the address indicated in article 9 of these terms and conditions.

When the situation involves a legal guarantee of conformity, the customer:

- has a period of 2 years following delivery of the goods to take action;
- can choose between repair or replacement of the property. However, Le Mémorial may choose not to proceed, depending on the choice of the buyer, if this choice results in a cost that is clearly disproportionate in comparison to the other option, taking into account the value of the goods or the significance of the defect.
- is excused from providing proof of existence of the lack of conformity of the goods during the 24 months following the delivery of the goods.

The legal guarantee of conformity applies regardless of the commercial guarantee that may be granted*.

When the guarantee involves hidden defects, the customer can choose between termination of the sale or a reduction of the selling price, in accordance with article 1644 of the Civil Code.

*The products sold by Le Mémorial are not covered by any specific commercial or contractual guarantee.

Le Mémorial may defend itself against the presumption that defects appearing within 24 months of delivery of the product are presumed to exist at the time of its delivery, notably by proving non-compliance by the customer with the instructions for use and/or maintenance of the products.

Except in the case where the complaint is made within 24 months following delivery of the goods, it is up to the customer to provide any justification, which can be established, in particular, by a professional in the sector, of the reality of the defects or anomalies found.

It must leave Le Mémorial every opportunity to observe these defects or anomalies.

Except in the case of exercising the right of retraction, as specified in article 6, any return of product must be the subject of express approval.

The items must be returned by the customer, in their original packaging, complete (accessories, instructions ...) and accompanied by the invoice.

5.2. Le Mémorial cannot be held responsible for any damage, temporary or permanent, caused to the customer's computer system or for any loss or damage occurring notably as a result of accessing or browsing the sites. The transmission of data via the Internet may result in the appearance of errors and/or the fact that the Site is not always available. Therefore, Le Mémorial cannot be held responsible for availability or interruption of the online service.

5.3. It is pointed out that the choice and use of the products are solely the responsibility of the customer.

As a result, Le Mémorial declines all responsibility for any harm caused to persons or property that may result from misuse of the products, normal wear and tear of the products, deterioration or accidents resulting from negligence or non-compliance with the conditions of storage, use or maintenance, or in the event of improper or inappropriate use and/or use in a manner for which the product in question was not intended, or damage resulting from modifications, additions or repairs of the product by the customer or third parties.

6. Right of Retraction

Pursuant to article L. 221-18 of the Consumer Code, the customer has a right of retraction for 14 days following receipt of the products. The day of receipt of the products ordered is not counted in this period, and it starts to run the next day. If this period of retraction expires on a Saturday, Sunday, a legal holiday or a day not worked, it is extended to the following business day.

To exercise his right of retraction for other products or services, the customer must, within 14 days of delivery of the products ordered, send Le Mémorial, using the contact details provided in article 9 hereof, a statement specifying his desire to use this right or return the standard form for exercising the right of retraction accessible by [clicking HERE](#).

The customer must return the products to Le Mémorial within 14 days of expressing his decision to retract, in perfect condition, in their original packaging and complete (accessories, instructions ...) and accompanied by the invoice.

The risks and costs of returning products are the responsibility of the customer.

The customer is reminded that, in accordance with the provisions of article L. 221-23 of the Consumer Code, his responsibility may be engaged in the event of depreciation of the products resulting from handling in a manner other than that necessary to establish their nature, characteristics and proper functioning.

Le Mémorial will reimburse the consumer customer for all sums paid (including delivery costs) within a maximum of 14 days following the date that it was informed of the customer's decision of retraction. Nevertheless, Le Mémorial is entitled to defer the refund until the actual recovery of the products.

The refund is made directly to the customer's bank account, under the same conditions as those used to make payment for the products in question, unless the customer gives his express agreement for use of another means of payment.

In accordance with article L. 221-28 of the Consumer Code, the right of retraction cannot be exercised in the event of:

- Supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;

7. Intellectual property / Personal data / Objection to telephone canvassing

7.1. All content on the Site (illustrations, texts, descriptions, marks, images, logos, videos, etc.) is the property of Le Mémorial. Any reproduction of the Site, in whole or in part, is prohibited, unless Le Mémorial gives its express prior authorization. Le Mémorial does not authorize the creation of hypertext links unless expressly and previously approved.

Unless otherwise stipulated, Le Mémorial retains the intellectual property rights over its creations (know-how, copyrights, trademarks, etc.) which may not be used, represented, communicated, executed, adapted or translated without its prior written authorization. In any case, the customer will only use the documents of Le Mémorial in accordance with the purpose for which they were sent to him.

7.2. Le Mémorial collects and processes the personal data of customers in accordance with regulations in effect applicable to personal data and the Privacy Policy that it has developed and which complements these terms and conditions of sale, of which it forms an integral part. As such, Le Mémorial invites customers to consult it **by clicking [HERE](#)**. At any time, the customer can request to modify his data using the "personal data" form **by clicking [HERE](#)**.

7.3. The customer is informed that he can register on a list of objection to telephone canvassing ("Bloctel" list). It is nevertheless specified that this registration does not prevent Le Mémorial from contacting the Customer by telephone, strictly for the needs of performance of this contract.

8. Applicable law/Consumer Mediator

The parties agree that these terms and conditions and their consequences are subject to French law. The language hereof and of the relations between the parties is French. The French version of these conditions prevails over any translation.

The customer is informed about the possibility of resorting to a procedure of contractual mediation, or to any other alternative manner of dispute resolution.

The consumer customer will thus be able to submit any dispute arising between him and Le Mémorial to the following mediator:

<p>Association Médiation Tourisme et Voyage Contact information: BP 80303 – 75823 PARIS cedex 17 Website: https://www.mtv.travel</p>
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Before referring the matter to the mediator designated above, the customer agrees to send his complaint to customer service department of Le Mémorial using the contact details provided in article 9 of these terms and conditions.

In addition, Le Mémorial informs the customer of the existence of the online dispute resolution platform put in place by the European Commission, and of the possibility of using it in the event of a dispute in connection with this contract. This platform is accessible **by clicking [HERE](#)**.

9. Contact

LE MÉMORIAL DE CAEN – Esplanade Général Eisenhower – CS 55026 - 14050 CAEN CEDEX 4

Status: Société Anonyme d'Économie Mixte Locale (Local semi-public company)

Share capital of the company: 1216350 €

SIRET number: 348 713 694 00019

VAT number: EN 71348713694

For any questions, the customer can contact Le Mémorial using the following contact information:

LIBRAIRIE DU MÉMORIAL DE CAEN

Esplanade Général Eisenhower

CS 55026

14 050 CAEN CEDEX 4

Tel. 02 31 06 06 53 / Fax: 02 31 06 06 51

Email: boutique@memorial-caen.fr

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