

## Terms Of Sales

Please read these terms and conditions carefully before using Our Service.

### **Preamble**

These general conditions of sale apply to all sales made on the 7th Records website. The website <https://www.shop.7threcords.com> is a service of:

- Sole Proprietorship 7th Records Dos Santos
- located Chemin De La Prairie 14 1470 Estavayer-le-Lac, Switzerland
- URL address of the site: <https://www.shop.7threcords.com>
- e-mail: [rdsantos@7threcords.com](mailto:rdsantos@7threcords.com)
- phone number: +41 78 236 97 00

The 7th Records website markets the following products: Musical merchandising. The customer declares to have read and accepted the general conditions of sale prior to placing his order. The validation of the order therefore implies acceptance of the general conditions of sale.

### **Article 1 - Principles**

These general conditions express the entirety of the obligations of the parties. In this sense, the buyer is deemed to accept them without reservation. These general conditions of sale apply to the exclusion of all other conditions, and in particular those applicable to sales in stores or through other distribution and marketing channels.

They are accessible on the 7th Records website and will prevail, where applicable, over any other version or any other contradictory document. The seller and the buyer agree that these general conditions exclusively govern their relationship. The seller reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online. If a condition of sale were to be lacking, it would be governed by the practices in force in the distance selling sector whose companies have their headquarters in Switzerland. These general conditions of sale are valid until December 31, 2022.

### **Article 2 - Contents**

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the online sale of goods offered by the seller to the buyer, from the 7th Records website.

These conditions only concern purchases made on the 7th Records website and delivered exclusively in Switzerland. For any delivery in Liechtenstein or abroad, a message should be sent to the following e-mail address: [label@7threcords.com](mailto:label@7threcords.com).

These purchases relate to the following products: Musical merchandising.

### **Article 3 - Pre-contractual information**

The buyer acknowledges having had communication, prior to placing his order and concluding the contract, in a readable and understandable manner, of these general conditions of sale and of all the information listed in article L. 221- 5 of the consumer code. The following information is transmitted to the buyer in a clear and understandable manner:

- the essential characteristics of the property.
- the price of the good and/or the method of calculating the price.
- if applicable, all additional costs of transport, delivery or postage and all other possible costs payable.
- in the absence of immediate execution of the contract, the date or the deadline on which the seller undertakes to deliver the goods, whatever their price.
- information relating to the identity of the seller, his postal, telephone and electronic contact details, and his
- information relating to the identity of the seller, to his postal, telephone and electronic contact details, and to his activities, those relating to legal guarantees, to the functionalities of the digital content and, where applicable, to its interoperability, to the existence and the procedures for implementing guarantees and other contractual conditions.

### **Article 4 - The command**

The buyer has the possibility to place his order online, from the online catalog and by means of the form which appears there, for any product, within the limit of available stocks.

The buyer will be informed of any unavailability of the product, or the goods ordered.

For the order to be validated, the buyer must accept, by clicking where indicated, these general conditions. He will also have to choose the address and the delivery method, and finally validate the payment method.

The sale will be considered final:

- after the sending to the buyer of the confirmation of the acceptance of the order by the seller by e-mail.
- and after receipt by the seller of the full price.

- Any order implies acceptance of the prices and description of the products available for sale. Any dispute on this point will take place within the framework of a possible exchange and the guarantees mentioned below.
- In some cases, including non-payment, incorrect address or other problem on the buyer's account, the seller reserves the right to block the buyer's order until the problem is resolved.
- For any question relating to the follow-up of an order, the buyer can call the following telephone number: +41 78 236 97 00 (cost of a local call), on the following days and times: Monday to Friday, from 5 p.m. to 8 p.m., or send an email to the seller at the following email address: [label@7threcords.com](mailto:label@7threcords.com).

## **Article 5 - Electronic signature**

The online provision of the buyer's credit card number and the final validation of the order will constitute proof of the buyer's agreement:

- payment of sums due under the purchase order.
- signature and express acceptance of all operations carried out.
- In case of fraudulent use of the credit card, the buyer is invited, as soon as this use is observed, to contact the seller at the following telephone number: +41 78 236 97 00.

## **Article 6 - Order confirmation**

The seller provides the buyer with an order confirmation, by email.

## **Article 7 - Proof of transaction**

The computerized registers, kept in the seller's computer systems under reasonable security conditions, will be considered as proof of the communications, orders and payments made between the parties. Archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as proof.

## **Article 8 - Product Information**

The products governed by these general conditions are those which appear on the seller's website and which are indicated as sold and dispatched by the seller. They are offered within the limits of available stocks.

The products are described and presented with the greatest possible accuracy. However, if errors or omissions may have occurred in this presentation, the responsibility of the seller could not be engaged.

The photographs of the products are not contractual.

## **Article 9 - Price**

The seller reserves the right to modify its prices at any time but undertakes to apply the current prices indicated at the time of the order, subject to availability on that date.

Prices are in euros. They do not consider the delivery costs, invoiced in addition, and indicated before the validation of the order.

The prices consider the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically reflected in the price of the products in the online store.

If one or more taxes or contributions, environmental, were to be created or modified, up or down, this change may be passed on to the selling price of the products.

## **Article 10 - Payment method**

This is an order with payment obligation, which means that placing the order involves payment by the buyer.

To pay for his order, the buyer has at his option, all the payment methods made available to him by the seller and listed on the seller's website. The buyer guarantees to the seller that he has the necessary authorizations to use the method of payment chosen by him, during the validation of the order form. The seller reserves the right to suspend any management of the order and any delivery in the event of refusal of authorization of payment by bank card on the part of officially accredited bodies or in the event of non-payment. In particular, the seller reserves the right to refuse to make a delivery or to honor an order from a buyer who has not fully or partially paid a previous order or with whom a payment dispute is in progress.

## **Article 11 - Availability of products - Refund - Resolution**

Except in cases of force majeure or during periods of closure of the online store which will be clearly announced on the home page of the site, the shipping times will be, within the limits of available stocks, those indicated below. Shipping times run from the date of registration of the order indicated on the order confirmation email.

For Swiss deliveries, the deadline is 5 days from the day following that on which the buyer placed his order, according to the following terms: by post. At the latest, the deadline will be 30 working days after the conclusion of the contract.

For deliveries to Liechtenstein or another country, the delivery terms will be specified to the buyer on a case-by-case basis.

In the event of non-compliance with the agreed delivery date or deadline, the buyer must, before breaking the contract, order the seller to perform it within a reasonable additional period.

In the absence of performance at the end of this new period, the buyer may freely terminate the contract.

The buyer must complete these successive formalities by registered letter with acknowledgment of receipt or in writing on another durable medium.

The contract will be considered resolved upon receipt by the seller of the letter or writing informing him of this resolution, unless the professional has performed in the meantime.

The buyer may, however, immediately terminate the contract, if the dates or deadlines seen above constitute for him an essential condition of the contract.

In this case, when the contract is terminated, the seller is required to reimburse the buyer for all the sums paid, at the latest within 14 days following the date on which the contract was terminated.

In case of unavailability of the product ordered, the buyer will be informed as soon as possible and will have the possibility of canceling his order. The buyer will then have the choice of requesting either a refund of the sums paid within 14 days of their payment at the latest, or the exchange of the product.

## **Article 12 - Delivery terms**

Delivery means the transfer to the consumer of physical possession or control of the goods. The products ordered are delivered according to the methods and the deadline specified above.

The products are delivered to the address indicated by the buyer on the order form, the buyer must ensure its accuracy. Any package returned to the seller because of an incorrect or incomplete delivery address will be reshipped at the buyer's expense. The buyer can, at his request, obtain the sending of an invoice to the billing address and not to the delivery address, by validating the option provided for this purpose on the order form.

If the buyer is absent on the day of delivery, the deliverer will leave a notice in the mailbox, which will allow the package to be collected at the place and time indicated.

If at the time of delivery, the original packaging is damaged, torn, open, the buyer must then check the condition of the items. If they have been damaged, the buyer must imperatively refuse the package and note a reservation on the delivery note (package refused because opened or damaged).

The buyer must indicate on the delivery note and in the form of handwritten reservations accompanied by his signature any anomaly concerning the delivery (damage, missing product compared to the delivery note, damaged package, broken products, etc.).

This verification is considered to have been carried out when the buyer, or a person authorized by him, has signed the delivery note. The buyer must then confirm these reservations by registered mail to the carrier at the latest within two days.

The buyer must then confirm these reservations by registered mail to the carrier no later than two working days following receipt of the item(s) and send a copy of this letter by fax or simple mail to the seller at the address indicated in the site legal.

If the products need to be returned to the seller, they must be the subject of a return request to the seller within 14 days of delivery. Any complaint made outside this period cannot be accepted. The return of the product can only be accepted for products in their original state (packaging, accessories, instructions, etc.).

## **Article 13 - Delivery errors**

The buyer must formulate with the seller on the same day of delivery or at the latest on the first working day following delivery, any complaint of error of delivery and/or non-conformity of the products in kind or in quality with respect to the instructions on the order form. Any complaint made after this period will be rejected.

The complaint may be made, at the choice of the buyer:

- by e-mail to the following address: [label@7threcords.com](mailto:label@7threcords.com).

Any complaint not made in the rules defined above and within the time limits cannot be considered and will release the seller from any liability vis-à-vis the buyer.

Upon receipt of the complaint, the seller will assign an exchange number for the product(s) concerned and will communicate it by e-mail to the buyer. The exchange of a product can only take place after the allocation of the exchange number. In the event of a delivery or exchange error, any product to be exchanged or refunded must be returned to the seller as a whole and in its original packaging, by registered mail, to the following address: Chemin De La Prairie 14, 1470 Estavayer-le-Lac.

Return costs are the responsibility of the seller.

## **Article 14 - Product warranty**

### **14-1 Legal guarantee of conformity**

The seller guarantees the conformity of the goods sold with the contract, allowing the buyer to make a request under the legal guarantee of conformity provided for in articles L. 217-3 and following of the consumer code.

In the event of implementation of the legal guarantee of conformity, it is recalled that:

- the buyer has a period of 2 years from delivery of the goods to act.
- the buyer can choose between repairing or replacing the good, subject to the cost conditions provided for in article L. 217-17 of the consumer code.
- the buyer does not have to provide proof of the non-compliance of the goods during the 24 months in the case of new goods (12 months in the case of second-hand goods), following the delivery of the goods.

## **14-2 Legal warranty against hidden defects**

In accordance with articles 1641 and following of the civil code, the seller is liable for hidden defects that may affect the property sold. It will be up to the buyer to prove that the defects existed at the time of the sale of the property and are of such a nature as to render the property unfit for the use for which it is intended. This guarantee must be implemented within two years from the discovery of the defect.

The buyer can choose between canceling the sale or reducing the price in accordance with article 1644 of the civil code.

## **Commercial guarantee**

The products sold are also covered by a commercial guarantee aimed at guaranteeing their conformity and ensuring the reimbursement of the purchase price, the replacement or repair of the goods. It does not cover defects caused by abnormal or faulty use or resulting from a cause unrelated to the intrinsic qualities of the products.

## **Article 15 - Right to retract**

### **Application of the right of withdrawal**

In accordance with the provisions of the Consumer Code, the buyer has a period of 14 days from the date of delivery of his order, to return any item that does not suit him and request an exchange or refund without penalty, except for return costs which remain the responsibility of the buyer.

Returns must be made in their original condition and complete (packaging, accessories, instructions, etc.) allowing them to be resold in new condition, accompanied by the purchase invoice. Damaged, soiled, or incomplete products are not taken back. The right of withdrawal can be exercised online, using the withdrawal form available on this website. In this right of withdrawal can be exercised online, using the withdrawal form available on this website. In this case, an acknowledgment of receipt on a durable medium will be immediately communicated to the buyer. Any other mode of declaration of withdrawal is accepted. It must be unambiguous and express the will to retract.

In the event of exercise of the right of withdrawal within the period, the price of the product(s) purchased is reimbursed and the delivery costs are reimbursed.

Return costs are the responsibility of the buyer.

The exchange (subject to availability) or refund will be made within 2 weeks, and at the latest, within 14 days of receipt, by the seller, of the products returned by the buyer within the conditions set out above.

## **Exceptions**

According to article L221-28 of the Consumer Code, the right of withdrawal cannot be exercised for contracts:

- supply of goods whose price depends on fluctuations on the financial market beyond the control of the professional and likely to occur during the withdrawal period.
- supply of goods made to the consumer's specifications or clearly personalized.
- supply of goods likely to deteriorate or expire rapidly.
- supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection.
- supply of goods which, after having been delivered and by their nature, are inseparably mixed with other articles.
- supply of alcoholic beverages whose delivery is deferred for more than thirty days and whose value agreed at the conclusion of the contract depends on fluctuations in the market beyond the professional's control.
- maintenance or repair work to be carried out urgently at the consumer's home and expressly requested by him, within the limit of spare parts and work strictly necessary to respond to the emergency.
- supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery.
- supply of a newspaper, periodical or magazine, except for subscription contracts to these publications.
- supply of digital content not provided on a material medium, the execution of which has begun after the express prior agreement of the consumer and express waiver of his right of withdrawal.

## **Article 16 - Force majeure**

All circumstances beyond the control of the parties preventing the execution under normal conditions of their obligations are considered as causes for exemption from the obligations of the parties and lead to their suspension.

The party who invokes the circumstances referred to above must immediately notify the other party of their occurrence, as well as of their disappearance.

Will be considered as cases of force majeure all irresistible facts or circumstances, external to the parties, unforeseeable, inevitable, beyond the control of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts. Expressly, are



considered as force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, disruption of telecommunications networks or difficulties specific to telecommunications networks external to customers.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the case of force majeure lasts longer than three months, these general conditions may be terminated by the injured party.

## **Article 17 - Intellectual property**

The content of the website remains the property of the seller, the sole holder of the intellectual property rights to this content. Buyers agree not to make any use of this content; any total or partial reproduction of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

## **Article 18 - Computers and Freedoms**

The personal data provided by the buyer are necessary for the processing of his order and the establishment of invoices.

They may be communicated to the seller's partners responsible for the execution, processing, management, and payment of orders.

The buyer has a right of permanent access, modification, rectification, and opposition with regard to the information.

The buyer has a right of permanent access, modification, rectification, and opposition with regard to information concerning him. This right can be exercised under the conditions and according to the methods defined on the 7th Records website.

## **Article 19 - Partial non-validation**

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will retain their full force. and their scope.

## **Article 20 - Non-waiver**

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in these general conditions cannot be interpreted for the future as a waiver of the obligation. in question.

## **Article 21 - Titre**

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles will be declared non-existent.

## **Article 22 - Contract language**

These general conditions of sale are written in French and English. If they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

## **Article 23 - Mediation and dispute resolution**

The buyer may resort to conventional mediation, with the Consumer Mediation Commission or with existing sectoral mediation bodies, or any alternative dispute resolution method (conciliation, for example) in the event of a dispute. The names, contact details and e-mail address of the mediator are available on our site.

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and industry professionals. 'European Union. This platform is accessible at the following link.

## **Article 24 - Applicable law**

These general conditions are subject to the application of French law. The competent court is the court of law.

This is the case for the rules of substance as well as for the rules of form. In the event of a dispute or complaint, the buyer will first contact the seller to obtain an amicable solution.

## **Article 25 - Protection of personal data**

### **Data collected**

The personal data collected on this site are as follows:

- account opening: when creating the user's account, his name; first name; email address; Phone Number; address.
- connection: when the user connects to the website, the latter records his surname, first name, connection data, use, location, and payment data.
- profile: the use of the services provided on the website makes it possible to fill in a profile, which may include an address and a telephone number.
- payment: as part of the payment for products and services offered on the website, the latter records financial data relating to the user's bank account or credit card.

- communication: when the website is used to communicate with other members, the data concerning the user's communications are subject to temporary storage.
- cookies: cookies are used as part of the use of the site. The user has the option to disable cookies
- cookies: cookies are used as part of the use of the site. The user has the option of disabling cookies from their browser settings.

## **Use of personal data**

The personal data collected from users is intended to provide the services of the website, to improve them and to maintain a secure environment. Specifically, the uses are as follows:

- access and use of the website by the user.
- management of the operation and optimization of the website.
- organization of the conditions of use of the Payment Services.
- verification, identification and authentication of the data transmitted by the user.
- proposal to the user of the possibility of communicating with other users of the website.
- implementation of user assistance.
- personalization of services by displaying advertisements based on the user's browsing history, according to their preferences.
- prevention and detection of fraud, malware (malicious software or malicious software) and management of security incidents.
- management of any disputes with users.
- sending commercial and advertising information, based on user preferences.

## **Sharing personal data with third parties**

Personal data may be shared with third-party companies in the following cases:

- when the user uses the payment services, for the implementation of these services, the website is in contact with third-party banking and financial companies with which it has entered contracts.
- when the user publishes, in the free comment areas of the website, information accessible to the public.
- when the user authorizes the website of a third party to access his data.
- when the website uses the services of service providers to provide user assistance, advertising, and payment services. These service providers have limited access to user data, as part of the performance of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on the protection of personal data. personal.

- if required by law, the website may carry out the transmission of data to respond to claims made against the website and to comply with administrative and judicial procedures.
- if the website is involved in a merger, acquisition, sale of assets or receivership procedure, it may be required to sell or share all or part of its assets, including personal data. In this case, users would be informed, before the personal data is transferred to a third party.

## **Security and privacy**

The website implements organizational, technical, software and physical measures in terms of digital security to protect personal data against alteration, destruction, and unauthorized access.

However, it should be noted that the internet is not a completely secure environment, and the website cannot guarantee the security of the transmission or storage of information on the internet.

## **Implementation of user rights**

In application of the regulations applicable to personal data, users have the following rights, which they can exercise by making their request to the following address: [label@7threcords.com](mailto:label@7threcords.com).

- The right of access: they can exercise their right of access, to know the personal data concerning them. In this case, before the implementation of this right, the website may request proof of the user's identity to verify its accuracy.
- The right of rectification: if the personal data held by the website is inaccurate, they can request that the information be updated.
- The right to delete data: users can request the deletion of their personal data, in accordance with applicable data protection laws.
- The right to limit processing: users can request the website to limit the processing of personal data in accordance with the assumptions provided for by the GDPR.
- The right to object to the processing of data: users can object to their data being processed in accordance with the assumptions provided for by the GDPR.
- The right to portability: they can request that the website give them the personal data that is
- The right to portability: they can request that the website give them the personal data provided to them to transmit them to a new website.

## **Evolution of this clause**

The website reserves the right to make any changes to this clause relating to the protection of personal data at any time. If a modification is made to this personal data protection

clause, the website undertakes to publish the new version on its site. The website will also inform users of the modification by e-mail, at least 15 days before the effective date. If the user does not agree with the terms of the new wording of the personal data protection clause, he has the option of deleting his account.

Rafael Dos Santos  
Directeur 7th Records

A handwritten signature in black ink, appearing to be 'Rafael Dos Santos', written over a horizontal line.