

GENERAL CONDITIONS OF SALES

The General Conditions of Sale set out below must be read carefully and duly accepted before any orders are placed on the www.valantis.ch website.

These conditions are also applicable in case of orders by telephone, email, telefax, postmail, etc.

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1. The website

The Valantis website (hereinafter the "Website") is a website that is accessible via the Internet at www.valantis.ch. It is open to all Internet users (hereinafter, the "Internet User"). It is produced by Valantis sàrl (hereinafter "VALANTIS"), a Swiss Shareholder company (société à responsabilité limitée) with a capital of CHF 20'000.--. Its registered office is located at Les Savagnières 50, 2610 St-Imier BE, Switzerland and incorporated in the commercial registry of Bern, Switzerland under number CH-073.4.015.763-2.

The Website enables VALANTIS to place components for whirlpool, SPA and sanitary equipments (hereinafter the "Products") on sale to Internet. For the application of these General Conditions of Sale, it is agreed that the Website User and VALANTIS shall be jointly referred to as the "Parties" and individually referred to as a "Party", and that Website Users who have validated an order shall be referred to as "Purchasers" (also for customer who deals with other means of communication such telephone, telefax, email or others). Website Users' rights and obligations necessarily apply to Purchasers.

Unless otherwise expressly agreed in writing, all sales are subject to the following terms and conditions.

These General Conditions of Sales determine all the steps required to place an order and ensure the follow-up of the said order between the parties. The General Conditions of Sale in force may be

consulted at any time by clicking on the link. VALANTIS may update these General Conditions of Sale at any time. These General Conditions of Sale apply to the exclusion of all other documents.

In case of order by email, telefax, postmail, etc, the General Conditions of Sales are not enclosed with the confirmation of order. However it is stipulated on this document that the General Conditions of Sales are available on the Valantis website. Without further request from the customer, it is considered that he has read and therefore accepted the General Conditions of Sales.

2. Products

The photographs that illustrate the Products do not fall within the scope of the contract and VALANTIS's liability may not be incurred in connection with any such error. While every effort is made to ensure that the shade of VALANTIS products for which photos are displayed on www.valantis.ch is an accurate representation of the original products, variations may occur, in particular due to technical limitations in reproducing colour using information technology. Consequently, VALANTIS may not be held liable for errors or inaccuracies in photographs or graphics showing VALANTIS products that are presented on www.valantis.ch.

Retention of title:

The Products ordered shall remain the property of VALANTIS until full receipt of the price by VALANTIS. If there is a payment incident or in the event of incomplete or partial payment, the Purchaser undertakes, at the cost of the Purchaser, to return the Products received to VALANTIS at the latter's first request. However, on the effective date of delivery, the risks (in particular of loss, theft or damage) concerning the Products delivered are transferred to the Purchaser.

3. Prices and Payment

Prices

The prices of the Products are given in Euros (EUR). They do not include the VAT. The price invoiced to the Purchaser is the price stated on the order confirmation sent via e-mail by VALANTIS. The prices given do not include the packaging and delivery costs, which will be invoiced in addition and before the order is validated and when the order is definitely validated. The client accepts VALANTIS's right to modify its prices at any time; however the Products will be invoiced on the basis of the tariffs in force when the order is recorded, subject to the availability of such Products.

Payment

VALANTIS reserves the right to refuse all orders or deliveries if there is an existing dispute with the Purchaser, if credit/debit card payment authorisation is refused by the banking organisations, or in the event of total or partial failure to pay. As part of the fight against online fraud, information concerning orders will be checked by VALANTIS's designated payment partner.

4. Delivery

Delivery

Mechanisms and timescales Orders paid for by credit/debit card or other on workings days are processed within 72 hours. Orders are then dispatched as per the shipping option choose by the

Purchaser.

The Products ordered by a Purchaser will be delivered to the address stated by the Purchaser on the order form.

Delivery problems

VALANTIS refuses all liability in the event of overly long delivery time caused by the postal services, as well as in the event of the loss of the Products ordered or a postal strike. All transport risks will be borne by the Purchaser. If a delivery is late, the Purchaser must inform the VALANTIS customer service department as soon as possible, by e-mail (see Contact Section – link). VALANTIS will then contact the post office to request an investigation which may take some time. Moreover, ownership of the Products orders will not be transferred to the Purchaser until full payment of the invoice has been received, inclusive of delivery charges. Upon receipt of Products ordered, the Purchaser must check that Products are compliant. Any delivery anomalies (missing or broken Products, parcel damaged, etc.) must be noted by Purchasers on the form presented to them when the parcel is delivered and must imperatively be notified to the VALANTIS customer service department, by e-mail (see Contact Section – link). All claims filed more than 7 working days after the day of receipt will be rejected and VALANTIS will be released from all liability. VALANTIS refuses all liability if a product is lost, sent to the wrong address or delivered late, inasmuch as transports risks have been accepted and will be borne by the Purchaser.

5. Withdrawal right / Warranty

Product(s) with which the Purchaser is not satisfied

If Purchasers are not satisfied with the Product(s) ordered, they have a period of seven (7) working days in which to return it/them, at their own expense, effective from the date of receipt. The Product(s) must be returned in their original form and sealed packaging, and accompanied by the slip included with the invoice or delivery note to the following address: VALANTIS – Service Client VALANTIS – Les Savagnières 50, 2610 St-Imier, Switzerland. VALANTIS does not accept parcels with carriage due. All risks linked to the return of Product(s) shall be assumed by the Consumer. If the aforementioned conditions are fulfilled, VALANTIS will reimburse the Purchaser within a maximum of thirty (30) days for the amounts that correspond to the Product(s) purchased.

Non-compliant Product(s) / Warranty

All presumed non-compliant Product(s) must be immediately returned by the Purchaser to VALANTIS for exchange, reimbursement or repair in their original form and packaging, accompanied with a copy of the invoice or delivery note and Purchaser's non-compliant report, to the following address: VALANTIS - Service Client VALANTIS – Les Savagnières 50, 2610 St-Imier, Switzerland. On receipt VALANTIS will examine presumed said non-complaint's Product(s). Then VALANTIS will issue as quickly as possible a non-conformance report with the result of the inspection and will communicate the decision to the Purchaser. Products covered by the warranty of twelve (12) months will be exchanged or reimbursed. A quotation for repair of Products extended the warranty period or not covered by it will be established and communicated to the Purchaser for further decision. The warranty is strictly limited to the repair of defective products delivered by Valantis and excludes any further costs of disassembly or re-assembly or other claims/requirements from the website user/purchaser.

6. Protection of personal data

Providing personal information that is collected within the scope of distance selling is mandatory, as this information is needed to process and deliver orders, and to prepare invoices. Such personal information is strictly confidential; therefore, we will not provide your personally identifiable information to third parties for their use in marketing their products or services without your consent. The purchaser may review and change the personally identifiable information you provide to us at any time by emailing us. Failing to provide such personal information entails automatic rejection of the order. Optional function Choice /Opt out: You may opt out of receiving future communication when you register at this site or otherwise provide your contact information to us by clicking the "unsubscribe" link at the bottom of each communication you receive.

7. Cookies

The Website uses cookies. Cookies are electronic files which are stored on the hard drive of the Website User's computer. The purpose of cookies is to indicate previous visits to the Website by Website Users. Cookies are only used by VALANTIS for the purpose of personalizing the service offered to Website Users.

8. Vis major

Neither Party shall be liable for the total or partial non-performance of its obligations pursuant to this contract that is caused by an event outside of its reasonable control (a Force Majeure Event). Force Majeure Events shall be deemed to include, without limitation, war, riots, insurrection, severe disturbance in the security of Internet, technical failures, unauthorized access and/or intrusions into the Website's servers, strikes of all natures and computer or telephone failures. If a Party cites an event that constitutes a Force Majeure Event, it must inform the other Party thereof within five working days of the occurrence or threatened occurrence of said event. The Parties agree that they must consult with each other in a timely manner in order to determine together the terms and conditions of fulfilling orders during the occurrence of a Force Majeure Event of vis major. After one (1) month of interruption due to a Force Majeure Event, VALANTIS may choose to cancel the order(s), in which case it shall reimburse the Purchaser where applicable.

9. Severability

If one or more stipulations of these General Conditions of Sale is deemed invalid or declared invalid pursuant to a law, regulation or following a definitive decision by a court having jurisdiction, the other stipulations shall retain their full force and scope.

10. Whole agreement

These General Conditions of Sale and the order summary sent to the Purchaser together form a contractual whole and constitute the entirety of the contractual relations between the Parties. In the event of a contradiction between these documents, the General Conditions of Sale shall prevail.

11. Applicable law and jurisdiction

These General Conditions of Sale and the contractual relations between VALANTIS and the Purchaser shall be governed by the laws of Switzerland and shall be submitted to the jurisdictions of the Courts of Switzerland (or to the Courts of the Canton of BERN)