

"La Grande Famille de Procida & Ischia"

GENERAL CONDITIONS OF SALE

Version 1.0 of May 5, 2021

1. Object

The general conditions of sale described below detail the rights and obligations of the Association "*La Grande Famille de Procida & Ischia*" and the buyer in relation to the sale of services or goods, such as:

- Records and genealogical documents;
- Translations of documents;
- Personalized and/or specific services;
- Books, documentation, prints, postcards and more;
- The advertising articles of the Association;
- Personalized creation and assistance for stays, excursions, weddings and more.

Any service performed by the Association implies unreserved acceptance by the purchaser of these general conditions of sale.

2. Tariffs

The tariffs of services and goods are those in effect on the day of receipt of the order. They are denominated in Euros. The Association reserves the right to change its prices at any time. However, it undertakes to invoice the services and goods ordered at the prices indicated at the time of order registration.

The Association is not for profit. Consequently, the sums of money raised from the sale of services or goods are considered donations.

3. Discounts and reductions

The proposed tariffs include the discounts and reductions that the Association would be required to grant in consideration of its results or the support of certain services by the purchaser.

4. Payment terms

Orders must be paid for either:

- by check;
- by bank transfer;
- in cash;
- or via PayPal (www.paypal.com).

A deposit may be required.

Payment in instalments may be offered.

5. Withdrawal period

With article L221-18 of the Consumer Code, the buyer has a withdrawal period of 14 days before the final sale with reimbursement by the Association.

In case of withdrawal, the buyer is required to contact the association in writing, by email to info@procida-family.com or letter by post to the association's address, before the end of the withdrawal period, the date of dispatch of the mail/letter being authentic.

6. Completion time

Regarding phone or online sales, the Association undertakes to process the order of the goods within a maximum period of 60 days from the payment of the service, except in cases of force majeure or pre-sale. This period is given as an indication and cannot be used for legal purposes.

For any item sold during events or general meetings, the sale is immediate and without delay.

7. Legal and commercial guarantees

Pursuant to Article L217-4 of the Consumer Code and Article 1641 of the Civil Code, the good has a legal guarantee of conformity of 24 months. In case of non-conformity or hidden defect within 24 months of delivery of the goods, the Association will be obliged to reimburse the buyer or replace the goods at no additional cost for the latter. The buyer must then provide proof of the non-conformity and/or hidden defect of the goods.

8. Delay or refusal of payment

In the event of total or partial non-payment of the goods, the buyer is required to pay the Association a penalty of arrears equal to triple the legal interest rate. From 1 January 2015, the statutory interest rate will be revised every 6 months (ordinance No. 2014-947 of 20 August 2014).

This penalty will be calculated on the amount including tax of the residual amount due, and runs from the date of purchase without any prior notice being necessary. In addition to the default indemnity, any sum and deposit not paid on its due date will automatically result in the payment of a flat-rate compensation of 40 euros due for recovery costs (articles 441-6, I paragraph 12 and D. 441-5 of the Commercial Code).

In case of force majeure, it is possible to waive penalties for delay or refusal, subject to proof sent by the buyer to the Association in writing, by email to info@procida-family.com or by post.

9. Termination clause

If within fifteen days following the implementation of the "Delay or refusal of payment" clause the buyer has not paid the sums due, the sale will be considered automatically terminated and will give entitlement to the award of damages for the benefit of the Association.

10. Retention of ownership

The Association retains ownership of the goods sold until full payment of the price. Therefore, if the buyer is subject to legal or financial difficulties, the Association reserves the right to claim, within the collective proceedings, the goods sold and remained unpaid.

11. Force majeure

The responsibility of the Association cannot be implemented if the non-fulfilment or delay in the fulfilment of one of its obligations described in these general conditions of sale derives from a case of force majeure. As such, force majeure means any external, unpredictable and irresistible event pursuant to article 1148 of the civil code. Pandemics are considered force majeure and can cause delays in the sale and execution of services.

12. Mediation in the event of a dispute

Since 1 January 2016, every consumer has the right to appeal to a mediator in the event of a dispute before a legal action.

13. Jurisdiction

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Blois (Loir-et-Cher, France) based at 15 rue du Père Brottier.