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Molsheim-Mutzig Region Tourist Office
Registered in the tour operators register with Atout France at 23 Place de Catalogne
75014 Paris under n° IM 067120026
. holder of a professional liability insurance policy with
Groupama Grand Est in Strasbourg
. holder of a financial guarantee delivered by Groupama Assurances, Crédit et Caution in Paris

The terms used with a capital letter in these Terms and Conditions will have the following meaning, whether they are used in the singular or plural:

- Force majeure: refers to events such as natural disasters or major political events, which having regard to the circumstances, is unforeseeable, irresistible and beyond the will of the Parties as defined by the jurisprudence of the Court of Cassation.
- Partner: refers to the Service provider(s)
- Order: any contracts between the Client and the Tourist Office to complete the online sale
- Client: any natural or legal person with whom the Molsheim-Mutzig Region Tourist Office concludes a contract/sales agreement
- Website: Tourist Office Website at: <https://www.ot-molsheim-mutzig.com>

1. GENERAL CLAUSES

The purpose of these Terms and Conditions is to inform clients of the terms and conditions for sale of merchandise on the Molsheim-Mutzig Region Tourist Office online store and to determine the rights and obligations of the parties in the context of the sale of such merchandise.

2. ORDER

By placing an order in the online store at the Molsheim-Mutzig Tourist Office, the Client wholly and unreservedly accepts these Terms and Conditions.

If any of these clauses transpires to be invalid, such invalidity shall not affect the validity of the other clauses. The present terms and conditions may be consulted on the Website.

The order shall be deemed to have been accepted by the Molsheim-Mutzig Tourist Office as soon as the payment has been approved. Items are subject to availability.

The Molsheim-Mutzig Region Tourist Office reserves the right not to accept payment and to reject orders in the event of supply issues or payment problems. Clients should be kept informed by email of the status of the order under way or cancelled.

No penalties or damages shall be payable as a result of an item being unavailable.

3. PRICE

The prices of the articles displayed are indicated in euros (no VAT applies). Delivery costs also apply.

All orders via our online store for the Molsheim-Mutzig Tourist Office are payable in euros. Subject to availability, items are invoiced at the applicable rates when the order is recorded.

Items shall remain the property of the Molsheim-Mutzig Region Tourist Office until full payment has been made by the buyer. All orders are final, subject to the cooling-off period specified in point 6 of these Terms and Conditions.

The Molsheim-Mutzig Tourist Office reserves the right to modify the prices at any time without notice. In the event of modification to the prices, the fee payable by the Client is that in force at the time the order is placed on the Website.

4. PAYMENT

For purchases made on the Tourist Office online shop, only payment cards will be accepted. Fees for other international orders and payments shall be paid by the client.

5. DELIVERY

Colissimo suivi delivered without signature will be the standard delivery method. Clients who wish to receive a registered letter should indicate her choice when finalising the purchase agreement.

Items will be delivered to the delivery address indicated in the order, within 5 days following receipt of the order in Metropolitan France. Delivery dates to any other location must be provided on a case-by-case basis on the Client's request.

Delivery dates are provided by the postal services and any late delivery shall not be eligible for compensation, nor may orders be cancelled on grounds of late delivery. Delivery costs include packaging, handling and postage. Delivery costs may be comprised of fixed and variable amounts depending on the price or weight of the order. The Tourist Office recommends placing a single order. Operating costs will be calculated on that basis.

6. COOLING-OFF PERIOD

In accordance with Article L 121-16 of the Consumer Code which governs distance sales, the client may obtain a refund or exchange by returning the order in its original packaging within 14 working days, at their expense. Refunds shall be made as cheques.

7. LIABILITY

The items offered by the Molsheim-Mutzig Region Tourist Office comply with current French legislation.

If an order is placed with a country other than the European Union, custom duties and taxes shall be payable by the buyer who shall be entirely responsible for them in terms of making the relevant declarations and payments to the authorities. The Molsheim-Mutzig Region Tourist Office may not be held liable if an item is not compliant with the legislation of the Client's country who is required to check that sale of the product is not prohibited in their country.

Photographs presenting items for sale on our Website are for illustrative purposes only and the Molsheim-Mutzig Region Tourist Office shall not be held liable in that respect.

The Molsheim-Mutzig Region Tourist Office may not be held liable for order cancellations in the event of insufficient stocks or if the item is unavailable, partial or full stoppage of transport, specifically the postal services for any reason whatsoever, fires and floods.

8 PROTECTION OF PERSONAL DATA

The Molsheim-Mutzig Tourist Office undertakes not to provide third parties with information provided by the Client. The information will only be used internally to process the order.

In accordance with the Data Protection Law n° 78-17 of 06 January 1978 as amended by Law n°2018-493 of 20 June 2018, the Client has the right to access, rectify and seek withdrawal of all their personal data. Persons wishing to exercise this right should send an email to this address:

infos@ot-molsheim-mutzig.com indicating their surnames, first name and address.

9 FORCE MAJEUR - THIRD-PARTY LIABILITY

The Tourist Office may not be held liable for non-performance or late performance of any of its obligations under these Terms and Conditions, in the event of force majeure.

In that regard, force majeure refers to any entirely unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

Neither may the Tourist Office be held liable for non-performance or late performance of any of their obligations imputable to third parties, particularly in the event of disruption or delay to postal, transport or communication services.

10 APPLICABLE LAW - DISPUTES

These Terms and Conditions and resulting instruments shall be governed by French Law.

For any dispute in relation to these terms and conditions or resulting instruments, the parties will make all efforts to resolve the dispute amicably.

Any disputes that cannot be resolved amicably by the parties shall be referred to the courts of the Tourist Office of the Molsheim-Mutzig Region.