General Terms & Conditions of Sale

Last updated: November 17th, 2023

ARTICLE 1 - ACCEPTANCE & VALIDITY

Please read these terms of sale carefully before placing your order on the website of Meilleur du Chef. By submitting an order on the website of Meilleur du Chef, you agree to comply with these General Terms and Conditions of Sale. These General Terms and Conditions of Sale shall govern the contractual relationship between you and Meilleur du Chef. They are applicable especially to all matters regarding orders, payment, shipping and delivery and management of potential procedures for returning goods. These terms of sale are applicable to products sold on the website of Meilleur du Chef only.

ARTICLE 2 - PRODUCTS

Most products sold by Meilleur du Chef are available in stock. However, if any products you order turn out to be unavailable or temporarily out of stock, we will inform you about the required supply time. Meilleur du Chef makes all efforts to ensure that product descriptions and details are as accurate as possible. However, Meilleur du Chef cannot be held liable for any incorrect or incomplete information on the website. Images of products are for illustrative purposes only. Information about products, prices and shipping options is available on the website. Offers are valid while published on the website.

ARTICLE 3 - ORDERS

Once you have placed an order, an order acknowledgement is automatically sent to you via email. Meilleur du Chef reserves the right to cancel or suspend your order in the event of non-payment, incorrect address or any other issue related to your personal account, until a solution is reached. If you created a professional account, Meilleur du Chef reserves the right to check your intra-community VAT identification number. If the details provided are incorrect, your order will be cancelled. You are bound by any information you provide during the order process. Meilleur du Chef shall not be held responsible for any consequences due to errors or inaccuracies regarding the shipping address or billing details.

ARTICLE 4 - PAYMENT

Items must be paid in full at the time of the order. Once you validate an order, it is considered effective when the authorised banking authorities approve the transaction. In the event the payment is declined by your bank, the order will be automatically cancelled. If any products you order turn out to be unavailable or temporarily out of stock, we will issue a credit of the corresponding amount. This credit will be available in your personal account. A refund can also be issued on request.

Payment by credit card: Debit or credit card, Visa, Mastercard.
Your credit card will be charged 3 days after you place your order. Your banking information (card digits, expiry date) are coded via SSL system, then processed by our financial partner, Banque Populaire. All payment

transactions on the website of Meilleur du Chef are completely secure.

Payment in 2 or 3 interest-free instalments (for customers in France, Spain, Portugal, Germany, Italy, Belgium, Netherlands, Luxembourg, Austria, Ireland):
For any order between 80 and 2,000 Euros, a payment in 2 (two) or 3 (three) instalments with 0% interest is possible. This option is offered by ALMA.

Payment with a PAYPAL account:
When selecting payment with PayPal, you will be automatically redirected to the PayPal platform. Once the payment has been approved by PayPal, you will be redirected to Meilleur du Chef to complete your order.

Payment by bank transfer:
If payment is made by bank transfer (SEPA or International), any potential bank fees will be borne by the customer. When setting up an international transfer, the repair code for bank fees to be used is OUR (the commission is charged to the sender). All payments received with an outstanding balance must be completed for the dispatch of the order.
For any refund request, the customer shall provide bank account details (IBAN + SWIFT) and any applicable bank fees shall be borne by the customer. In the event of a refund by bank transfer due to out-of-stock items (temporarily or permanently), Meilleur du Chef is responsible for the payment of any applicable bank fees.

Other payment options:

- Bank check issued by a French banking establishment (in €uros only): The items will be held from the stock and the preparation process will start upon reception of the cheque.
- International postal order (available in selected countries).

Payment must be sent to:
Plat-Net
ZAC du Golf
141 impasse Oihana
64200 BASSUSSARRY
FRANCE

ARTICLE 5 - PRICES & INVOICING

All prices are shown in Euros, taxes included. Prices include all applicable taxes, discounts and handling charges.

Prices exclude shipping costs. Shipping costs are displayed in your quotation or order summary before checkout, as well as in the order confirmation.

In the event one or several governmental taxes are created or modified (such as environmental tax), this may affect prices of products on the website of Meilleur du Chef and other sales mediums.

However, once an order has been confirmed, prices are guaranteed and cannot be modified. For member countries of the European Union, all prices are shown tax included. For professional customers with an intra-community VAT identification number, all prices are show tax excluded. For countries outside the European Union, all prices are displayed tax exclusive. Payments are made via credit card, PayPal account or bank transfer and Meilleur du Chef is paid in Euros. Prices can be displayed in another currency than Euros. These prices are shown for information purposes only and do not take into account any exchange rate or transaction fees applicable by your bank. All invoices are issued in Euros by Meilleur du Chef. Upon reception of the shipping notification email, the invoice can be downloaded in PDF format directly from your personal account.

ARTICLE 6 - SHIPPING & DELIVERY

MeilleurduChef.com ships all orders in stock within 24 hours, Monday to Friday, excluding weekends and holidays.

Delivery to metropolitan France and Corsica

In metropolitan France and Corsica, deliveries can be arranged at home or to collection points.

With DPD Pickup ICI Colis (delivery to collection point), the parcel is delivered to the collection point you selected, with recorded signature on delivery. You are notified by email when the parcel is available at the collection point. The parcel must be collected within 8 (eight) days. If the parcel is not collected within 8 days, it will be returned to our facility. If the parcel hasn't been collected 3 (three) days after it is ready for collection, you will receive a notification. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options.
Delivery with DPD Pickup is not available in Corsica.

The DPD Predict shipping service provides home delivery (or any address of your choice), with recorded signature on delivery. Upon dispatch of your parcel, you will receive a text message notification prompting you to choose from 2 delivery dates and a 3-hour window. You must confirm your selection before 11pm. If you do not reply to the notification, the first available day and window will be automatically selected. A confirmation of the delivery appointment will be sent via text message.
You will also be notified on the day to remind you of the imminent delivery. If, for any unexpected reasons, you would like to change your delivery arrangements, several options are available on www.dpd.fr. In the event the parcel is returned to Meilleur du Chef, Customer Service will contact the customer regarding refund or new shipment options.
Delivery with DPD Predict is not available in Corsica.

With So Colissimo (home delivery), the parcel is delivered to your home address, with recorded signature on delivery. In case of absence upon delivery, a notification card is left in your mailbox. The parcel must be collected at the post office within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

With Chronopost Express (next-day delivery), the parcel is delivered before 1pm on the next day (Saturday excluded), with recorded signature on delivery. You may choose next-day delivery on Saturday before 1pm by selecting the Chronopost samedi option. In case of absence upon delivery, a notification card is left in your letter box. The parcel must be collected at the nearest post office or Chronopost centre within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

With DB Schenker, your order is delivered on a pallet to your home address, by appointment only for individuals. For professionals, pallets are delivered during the day (no appointment needed). In case of absence, a notification card is left in your letter box, and you will be contacted within 3 (three) days to arrange a new delivery date. If you don't get back to DB Schenker within 15 (fifteen) days, the parcel is returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

Delivery to DOM-TOM (French overseas departments and territories)

With So Colissimo (home delivery), the parcel is delivered to your home address, with recorded signature on delivery. In case of absence upon delivery, a notification card is left in your mailbox. The parcel must be collected at the post office within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

For customers living in the DOM TOM who place an order on the website of Meilleur du Chef, customs fees and duties may apply. These fees and duties shall be borne by the customer; Meilleur du Chef has no control over customs tax. Customs clearance taxes vary widely from country to country; please contact your local customs office for further information. In case of refusal of the package and the payment of customs duties, the initial

shipping costs and any costs related to the return of the package will be the responsibility of the recipient, and will therefore be deducted from the refund of the goods. If the package is declared abandoned or destroyed on site by the customs authorities, no recourse or refund will be possible.

Delivery to Europe (except UK)

The DPD Classic Europe shipping service provides home delivery with recorded signature on delivery, Saturday excluded. Every step of the way, the tracking of your parcel is available online on the website www.dpd.fr.
In case of absence upon delivery, a notification card is left in your letter box.
The parcel must be collected from the nearest DPD centre within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility.
In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options.
Regardless, you will be charged all costs related to a new shipment.

With DB Schenker Europe, your order is delivered on a pallet to your home address, by appointment only for individuals. For professionals, pallets are delivered during the day (no appointment needed). In case of absence, a notification card is left in your letter box, and you will be contacted within 3 (three) days to arrange a new delivery date. If you don't get back to DB Schenker within 15 (fifteen) days, the parcel is returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

Delivery to the UK

The DPD Classic Europe shipping service provides home delivery with recorded signature on delivery, Saturday excluded. Every step of the way, the tracking of your parcel is available online on the website www.dpd.fr.
In case of absence upon delivery, a notification card is left in your letter box.
The parcel must be collected from the nearest DPD centre within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility.
In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

As of 2021, for orders of goods with a value (VAT excluded) up to £135, UK VAT will be charged. For orders of goods over £135, or for any order from professionals with a registered EORI number, no VAT will be charged on your order, but mandatory customs formalities will apply at delivery with additional import VAT and customs fees. These fees and duties shall be borne by the customer; Meilleur du Chef has no control over customs tax. Customs clearance taxes vary widely from country to country; please contact your local customs office for further information). In case of refusal of the package and the payment of customs duties, the initial shipping costs and any costs related to the return of the package will be the responsibility of the recipient, and will therefore be deducted from the refund of the goods. If the package is declared abandoned or destroyed on site by the customs authorities, no recourse or refund will be possible.

Delivery to International Countries

With Colissimo Monde, your order is delivered to your home address with recorded signature on delivery, Saturday excluded. Every step of the way, the tracking of your parcel is available online on your personal account. In case of absence, a notification card is left in your letter box. The parcel must be collected from the nearest colissimo centre within 15 (fifteen) days. If the parcel is not collected within 15 days, it will be returned to our facility. In the event the parcel is returned to us, our Customer Service will contact you regarding refund or new shipment options. Regardless, you will be charged all costs related to a new shipment.

For customers living outside Europe who place an order on the website of Meilleur du Chef, customs fees and duties may apply. These fees and duties shall be borne by the customer; Meilleur du Chef has no control over customs tax. Customs clearance taxes vary widely from country to country; please contact your local customs office for further information.
In case of refusal of the package and the payment of customs duties, the initial shipping costs and any costs related

to the return of the package will be the responsibility of the recipient, and will therefore be deducted from the refund of the goods. If the package is declared abandoned or destroyed on site by the customs authorities, no recourse or refund will be possible.

Delivery to a freight forwarder or pick-up by your carrier

In the case of delivery to a freight forwarder, it is up to the customer to select the most suitable mode of transport among the offers proposed by our partners.

In the case of pick-up by your carrier, the customer should contact our customer service to best organize the preparation and then the collection of the order.

The VAT advance will be systematically invoiced to the customer.

The VAT can be refunded upon receipt of a declaration from the carrier or freight forwarder who took charge of the goods and certifying that they have been shipped or transported outside the European Union. No other document will be taken into account.

The reimbursement will be made under the same conditions as the payment initiated by the customer. A new invoice without VAT will be made available to the customer.

Place of delivery and delivery times

The delivery time varies according to the actual stock availability at the time of the order. An order is ready for shipment when all the purchased items are marked 'In stock' in the basket summary.
When viewing the basket, stock availability is marked for each item.

- If all items are marked 'In stock', the order is dispatched as soon as Meilleur du Chef receives the payment.
- If one or several items are marked 'Restocking' or 'Available on order', you must add the supply time mentioned on the website to the standard delivery time.
- Meilleur du Chef does not normally provide partial shipment, as the calculation of shipping costs is based on one single shipment.

However, split shipment of the items in stock can be arranged on request. Extra shipping costs apply. For metropolitan France, deliveries take between 2 and 3 working days with dpd Pickup ICI Colis, dpd Predict, Colissimo and DB Schenker, or the next working day with Chronopost for any order placed before 12pm (noon) where all items are marked in stock and from the time the parcel leaves our warehouse.

The delivery times mentioned above are not applicable when Meilleur du Chef has not received the full payment of an order. Meilleur du Chef shall not be held liable for the late delivery of an order when the delay is due to causes beyond reasonable control, including but not limited to force majeure or acts of God : pandemic, war, certain weather conditions (heat waves that can lead to the deterioration of certain products), riot, fire, strike, accident and the inability to obtain supplies or any other situation beyond our control...).

Deliveries are guaranteed in all countries serviced by our partner couriers. Products are delivered to the address you provided at the time of the order. In case of absence upon delivery, a notification card is left in your the letter box. You can either contact the courier to organise another delivery or collect the parcel from the nearest post office.

Shipping Costs

Shipping charges are calculated automatically, according to criteria such as parcel weight and destination. Calculation of shipping costs is based on the price list provided by the courier. You can view the shipping costs estimate once all the items have been added to the basket (a country must be selected).

Damaged parcel upon delivery

If there is clear evidence that the parcel has been opened or damaged, you must open the parcel in front of the courier, and refuse it if there are broken or missing items. After opening the parcel, you must write one of the following on the delivery receipt: "damaged parcel", "X items missing" or "X broken items". Also, a declaration of damage must be signed with the courier. You should immediately contact Customer Service by telephone at +33-5 59 24 54 48, from 9am to 12pm and 1:30 to 5pm) or by message. A photo of the damaged items may be requested.
If you do not comply with the procedure mentioned above within 14 days, Meilleur du Chef shall not be held responsible regarding the refund of products or shipping charges.

Late delivery with express service

For parcels delivered with a delay of over 24 hours with Chronopost Express, we will refund the price difference between express and standard service, on request, except if one of the following situations apply:

- the address is inaccurate or incomplete (buzzer code not provided, no name on the intercom...)
- the recipient is absent upon delivery
- adverse weather conditions
- force majeure or act of God (road accident, storm, natural disaster...)
- some items are not in stock at the time of the order
- the order was placed after 12pm (noon).

Conditions specific to Chronopost:
- for any order placed on Friday before 12pm (noon) where all items are in stock, the delivery will take place on the following Monday;
- for any order placed on Friday after 12pm (noon) where all items are in stock, the delivery will take place on the following Tuesday.

Conditions specific to Chronopost samedi:
- for any order placed on Friday before 12pm (noon) where all items are in stock, the delivery will take place the next day (i.e. Saturday).

The request of the delay in delivery must imperatively be made within 24 hours of receipt of the package.

ARTICLE 7 - GUARANTEES

Secure Payment:
Security of payment is a major concern for Meilleur du Chef. All transactions on the website of Meilleur du Chef are protected thanks to a secure payment protocol. All personal data transmitted by our security server are locked before being sent through the Internet. (See page about secure payment.)

Secure Payment System:
Your financial information (credit card number, expiry date) is SSL-encrypted, then processed by our financial partner Banque Populaire. Your financial data do not pass through our website: Banque Populaire is the only entity to have access to these details. For optimal security, Meilleur du Chef has selected the SSL (Secure Socket Layer) system, widely used by today's leading e-commerce stakeholders.

Money Back Guarantee:
Meilleur du Chef abides by the 'Money Back' guarantee specified in the quality charter of the French Association of Distance Selling Companies (FEVAD).

Damaged or Non-Compliant Items:
Meilleur du Chef takes great pride in the quality of its products and takes great care to package them before shipment. However, damages do occur on occasion. If the goods delivered are not what you ordered, or are damaged or faulty, our Customer Service must be notified within 7 days by telephone (+33 5 59 24 54 48) or via the contact form. A photo of the damaged items may be requested. On request, you will receive a pre-paid

shipping label to return the parcel (for metropolitan France only). To return the parcel, simply drop it at any post office and no fees will be incurred. For customers outside France, an invoice of the return shipping costs will be requested for a refund.

ARTICLE 8 - RIGHT OF WITHDRAWAL & COOLING-OFF PERIOD

In accordance with article L 121-21 of the French Consumer Code, the customer has the right to return a product within 14 (fourteen) days from the date of delivery, without giving any reason. The return shipping costs shall be borne by the customers.
Goods must be returned in their original package, together with all the accessories and/or documentation supplied with the items. When you exercise your right of withdrawal, upon receipt of the return at our warehouse, Meilleur du Chef guarantees the refund of the item(s) you wish to return. If you are returning all the items in your order, we will refund the total amount of the initial shipping charges. If you are returning only one or several items from your order, the refund is based on the extra shipping costs incurred by the returned item(s) in respect to the total weight of your order. We will issue a credit (automatically deducted from your next order) once the delivery to our warehouse is confirmed. On request to our Customer Service, a refund is also possible. If you selected express delivery, Meilleur du Chef is not bound to reimburse the additional costs related to express shipping. The refund will be based on standard shipping charges. Within 4 (four) days following the reception of the parcel in our warehouse, Meilleur du Chef can check the condition of the returned item. If the evaluation shows the product was tried more than what is considered normal, its value can be decreased.

Two Exceptions to the Cooling-Off Period:
1) The cooling-off period does not apply to food products. In the event the customer is not totally satisfied with a food item, no refund or exchange is possible. Meilleur du Chef collaborates with suppliers that are selected for their professionalism, reliability and quality standards. When a food item that is compliant with the specifications and use-by date specified on the product page has been opened and/or used by the client, Meilleur du Chef cannot accept any return, exchange or refund.
2) Clothing products, when ordered with embroidery, are considered personalised items and are not subject to the right of withdrawal. When the embroidery is compliant with the instructions given by the client, Meilleur du Chef cannot accept any return, exchange or refund.

How Can You Cancel an Order during the Cooling-Off Period?
Meilleur du Chef must be notified about your decision to cancel your order during the 14-day cooling-off period. A withdrawal form is available in your personal account, in "Your orders".
If you use this option, Meilleur du Chef will communicate to you an acknowledgement of receipt without delay.
Important: The cancellation period will expire after 14 (fourteen) days, from the day you receive or collect the purchased goods. The item must be returned in its original package, together with all the accessories and/or documentation supplied with it as well as a copy of the invoice, within 14 (fourteen) days after you notified Meilleur du Chef about your decision to cancel your order, in accordance with article L. 121-21-2.

Packaging precautions for returning goods:
Meilleur du Chef puts great care into the protection and packaging of products before shipment. Regarding returned goods, Meilleur du Chef expects the same efforts from you. When there is clear evidence (with supporting photos) that one or several items have been broken or damaged during return shipping, Meilleur du Chef cannot satisfy any refund request. In the event some items are broken (plates or glasses for example), the credit will be issued according to the number of items that arrived in resale condition.

ARTICLE 9 - WARRANTY & AFTER-SALES SERVICE

All the products sold on the website come with a retailer warranty (as opposed to a manufacturer warranty). The validity time and conditions of the warranty are specific to each product. For further information, please contact our Customer Service via the message form.

After-Sales Service Returns: For an efficient processing of your request, a copy of the invoice should be joined to the returned parcel. Return shipping costs shall be borne by the customer. Following the repair or exchange of the item, the charges related to a new shipment shall be borne by Meilleur du Chef.

For consumers established outside the EU, in the event of refusal of the package and the payment of customs duties, the initial shipping costs and any costs related to the return of the package will be borne by the recipient, and will therefore be deducted. reimbursement of goods. If the package is declared abandoned or destroyed on site by the customs authorities, no recourse or refund will be possible.

ARTICLE 10 - LEGAL GUARANTEES

Meilleur du Chef is liable for defects in goods' conformity by the contract under the conditions of article L. 211-4 and following of the Consumer Code, and for hidden defects of the item sold under the conditions provided for in articles 1641 and following of the Civil Code. Being the guarantee against hidden defects, the consumer can decide to implement this guarantee within the meaning of article 1641 of the Civil Code and, in this case, can either cancel the sale or accept a price reduction in accordance with article 1644 of the Civil Code.

It should be noted that the consumer, within the framework of the legal guarantee of conformity:

- has a two-year period from the delivery of the goods to act;
- may choose between repairing or replacing the product, subject to the cost conditions provided for in Article L. 217-9 of the Consumer Code;
- for contracts entered into after March 18, 2016, the buyer is exempt from providing proof of the existence of the Product lack of conformity during the twenty-four months following delivery of the Product. For contracts concluded earlier, the default is presumed for six months.

It is recalled that the legal guarantee of conformity applies independently of any commercial guarantee that may be provided by the manufacturer or Meilleur du Chef.

To benefit from the legal guarantee of conformity or the guarantee against hidden defects for a product sold by Meilleur du Chef, contact our Customer Service:

- by Messaging, via your customer area
- by email to the following address: client@meilleurduchef.com
- by post to the following address:

Meilleur du Chef.
ZAC du Golf
141 Impasse Oihana
64200 BASSUSSARRY
France

Or via our customer service which is available to you on +33(0)5 59 24 54 48, Monday to Friday from 9 a.m. to 12:30 p.m. and from 1:30 p.m. to 4:30 p.m.

In order to optimize the processing of your request, remember to indicate your order number in question as well as the article when contacting us.

Copy of legal provisions:

Article L217-4 of the Consumer Code
The seller is required to deliver goods in conformity with the contract and is liable for any existing lack of conformity at the time of delivery.
Seller is also responsible for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been billed to him by the contract or has been carried out under his responsibility.

Article L217-5 of the Consumer Code
To comply with the contract, the good must:

1) Be suitable for use as expected of a similar good and, where applicable:

- Matching a description given by the seller and having qualities that the latter presented to the buyer in the form of a sample or model;
- Present the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labelling;

2) Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller, and which the latter has accepted.

Article L217-12 of the Consumer Code
Action resulting from lack of conformity lapses 2 years after delivery of the goods.

Article L217-16 of the Consumer Code
When the buyer asks the seller, during the course of the commercial guarantee granted to him during the acquisition or repair of personal property, a repair covered by the guarantee, any period of immobilisation of seven days or more is added to the duration of the guarantee remaining period. This period runs from the buyer's request for intervention or the provision for repair of the property in question, if this provision incurs after to the request for intervention.

Article 1641 of the Civil Code
The seller is bound by the warranty for hidden defects of the item sold which make it unfit for use for which it is intended, or which reduce this use to such an extent that the buyer wouldn't acquire it, or would have paid a lower price, if he was aware of such defects.

Article 1648 paragraph 1 of the Civil Code
The action resulting from latent defects must be brought by the purchaser within 2 years after the discovery of the defect.

10.2 - The Manufacturer's Guarantee
Certain products for sale on the Website benefit from a contractual guarantee known as the "Manufacturer's Guarantee" granted by the supplier or the manufacturer of the product, and to which Meilleur du Chef is not a party. Therefore, Meilleur du Chef can't be held responsible in the event that the manufacturer refuses to apply the warranty. The extent and duration of this warranty varies from one supplier to another. The buyer can consult the exact terms of the guarantees on the manufacturer's website, in the Product instructions or generally present in the box containing the product.

If you wish to apply the Manufacturer's Guarantee, we thank you for letting us know when contacting our Customer Service in order to be the subject of a basic check by Meilleur du Chef for detecting a failure of the product:

- by Messaging, via your customer area
- by email to the following address: serviceclient@meilleurduchef.com
- or via our Customer Service available at +33(0)5 59 24 54 48, Monday to Friday from 9 am to 12:30 pm and 1:30 pm to 4:30 pm.

It is recalled that the benefit of the manufacturer's or commercial guarantee doesn't preclude the application of the legal provisions relating to the legal guarantee of conformity as appearing in articles L217-4 to L217-13 of the French Consumer Code and the warranty against hidden defects as appearing in articles 1641 to 1648 of the civil code as well as in the article 2232 of the same code and here reproduced in the article 9.1.

ARTICLE 11 - RESPONSABILITY

Except for deliveries in France, Meilleur du Chef shall not be held liable if the delivered goods do not comply with local regulations of your country.

Meilleur du Chef is committed to making every effort possible to deliver the best quality of service. However, Meilleur du Chef shall not bear responsibility in the event it fails to meet its contractual obligations when this breach is due to causes out of reasonable control (force majeure or act of God).

Meilleur du Chef shall not bear responsibility when a shipping is delayed because the items are out of stock or unavailable from our supplier. Meilleur du Chef shall not be held liable if minor discrepancies exist between the product images and description and the product itself.

Meilleur du Chef is committed to making every effort possible to comply with all obligations specified in these conditions. Meilleur du Chef shall bear responsibility for damages arising out or in connection with the use of this website or the finalisation of the purchase contract between you and us. Regarding contractual relationships with professional clients, Meilleur du Chef shall not be held liable for any loss of profit, business, opportunity or data, or any other damage which is direct, indirect, incidental or consequential to the use of this website or the finalisation of the purchase contract between you and us.

Meilleur du Chef shall not be held liable for any damages - material or non-material - or personal injuries arising from an incorrect use of the products sold on the website.

ARTICLE 12 - APPLICABLE LAW & JURISDICTION

These Conditions of Sale are subject to the French law.

- In the event of sale to individuals:

In accordance with the provisions of articles L 611-1, R.631-3 and R 612-1 et seq. of the Consumer Code concerning the amicable settlement of disputes: After prior written action by consumers vis-à-vis Meilleur du Chef / SARL PLAT-NET, the consumer can submit his complaint free of charge to the consumer mediator. The mediator must be contacted within a maximum period of one year from the initial complaint.
Contact details of our mediator:
BAYONNE Mediation
32 rue du Hameau
64200 BIARRITZ
www.bayonne-mediation.com

At the European level, the European Commission provides you with an on-line dispute resolution platform.

In the event that mediation is not successful, any procedure or litigation will be determined that by the place of residence of the defendant, or, according to the choice of the defendant, or the place of effective delivery of the product. (Article R631-3 of the Consumer Code).

- In the event of sale to professionals:

In the absence of an amicable solution, the Commercial Court of BAYONNE has sole jurisdiction, even in the event of multiple defendants, summary proceedings or guarantee appeal.

ARTICLE 13 - MODIFICATION OF CONTENT

Meilleur du Chef reserves the right to modify or update the contents of the website and these general terms and conditions of sale at any time and without prior notice. You are subject to the general terms and conditions of sale applicable at the time you place an order on the website of Meilleur du Chef, unless specific changes are

required by administrative or governmental authorities; in that case, the modifications may apply to your previous orders.

ARTICLE 14 - WAIVER

If you breach these general terms and conditions of sale and Meilleur du Chef chooses not to take legal action, Meilleur du Chef will still be entitled to use its rights and remedies in any other situation where you breach these terms of sale.

ARTICLE 15 - PRIVACY

The collection of personal information is essential for distance selling purposes (shipment of orders, invoicing...). Under the French Data Protection Act, the personal information collected by Meilleur du Chef about customers is registered at the C.N.I.L. (French Commission for International Technology and Liberties) under the number 745929.

In accordance with the French Data Protection Act (article n° 34 of the 6th of January 1978), you have the right to access, modify, rectify or delete your personal information, on request to:

Plat-Net
Meilleur du Chef
ZAC du Golf
141 impasse Oihana
64200 BASSUSSARRY France

Contact our Customer Service by email or telephone: +33 5 59 24 54 48.

Meilleur du Chef Customer Service is committed to giving a prompt reply to all inquiries.