

Terms of sale for B2C customers on the Website www.home-of-thamani.com

These terms of sales were updated on **16 september 2022**

Preamble

The company Home of Thamani (hereinafter referred to as "Seller") is a Single-Person Simplified Action Company (SASU) with a capital of two thousand (2000) euros, whose head office is located at 35 boulevard du Port, BATIMENT C1 CAP Cergy, 95000 Cergy, France, and registered in the Pontoise Trade and Companies Register (RCS) under number 907 823 488.

The company specializes in the creation and sale of teas, infusions, delicatessen products and any derivative products.

The company markets its products on the e-commerce Website www.home-of-thamani.com (hereinafter the "Website"), intended for Individual Customers (hereinafter Customer) for personal use.

Article n° 1: Object

The purpose of these Terms of Sale is to determine the terms and conditions for the online sale of the products offered by the Seller to its Customers.

These conditions apply to all use of the Website and to all orders placed on www.home-of-thamani.com .

Any order of Products implies the Customer's unreserved acceptance and full and complete adherence to these Terms of Sale.

The products available on the Website are intended solely for private customers for personal use and are not intended to be sold or resold by the Customer. The Customer therefore agrees not to sell or resell the Products and samples purchased or received.

The Seller reserves the right to cancel, limit or reduce the quantity of any order to any given person, geographical region or jurisdiction, in particular in the case of an order which could be made in violation of the Terms of sales..

For any purchase project within the framework of a professional activity, the Customer is invited to contact the Seller via the contact form or the following e-mail address: contact @home-of-thamani.com

Article n° 2: Definitions

Terms of Sale: refers to this contract

Customer(s): refers to any user who places an order and purchases a Product on the Website for personal use.

Order: refers to any order placed by the Customer on the Website www.home-of-thamani.com in the perspectives to acquire products

User Account: means the account that each User can create on the Website in order to place orders more easily.

Invoice : refers to the commercial document that certifies the sale of the Seller's products to the Customer.

Parties: refers to the Seller and the Customer in the context of a commercial transaction or a proposed commercial transaction

Price: means the monetary value for which the Seller offers to sell its products to the Customer.

Products: refers to all the items offered for sale by the company Home of Thamani on the Website www.home-of-thamani.com

Website: refers to the Website www.home-of-thamani.com

Seller: designates the company Home of Thamani, SASU with a capital of 2000€, whose head office is located at 35 boulevard du Port, BAT C1 CAP Cergy, 95000 Cergy, France, and registered in the trade and companies register (RCS) of Pontoise under the number 907 823 488.

Article n° 3: Acceptance of the Terms of sale

The Seller reserves the right to modify at any time and without notice the Terms of sale and the legal notices. Website users are therefore invited to consult them on a regular basis.

These modifications are considered accepted without reservation after they are put online, as soon as the Customer accesses the Website and/or places an order on the Website.

The version of the Terms of sale that will be applicable will always be the one accepted at the time of placing the order by the Customer.

The Customer declares, prior to his order, that he has full legal capacity, allowing him to engage under these Terms of sale.

Its acceptance of these is materialized by a checkbox in the order form. This acceptance can only be full and complete.

Article n° 4: Characteristics of the products

The Seller markets a range of teas and infusions, as well as complementary products such as delicatessen products, tea boxes, accessories and any derivative product.

The Products are offered for sale within the limits of available stocks.

The Seller also reserves the right to modify the range of products marketed at any time.

Before any order, the Seller recommends that the Customer read the product sheet present on the Website, the ingredients, the instructions for use and the contraindications of each Product that he wishes to order. The Seller is not responsible and cannot reimburse the Product in the event of an allergy to some of the components displayed on the Website.

Article n° 5: Price

The price of the Products in effect is that displayed on the Website at the time of validation of the order by the Customer.

The Seller grants itself the right to modify its prices at any time. However, he undertakes to invoice the Products ordered at the prices indicated when placing the order.

The prices are indicated in euros and calculated including VAT (all taxes included according to the rates applicable in Metropolitan France and in effect at the time of the order) .

The selling prices of the products indicated on the Website do not include any applicable shipping costs. Shipping costs are charged in addition and may vary depending on the amount, the carrier chosen, the weight of the order and/or the country of delivery. The amount of the shipping costs is indicated before the final validation of the order.

Any order delivered outside metropolitan France may be subject to any local taxes and customs fees, to be paid to the carrier at the time of delivery in addition to the amount paid to the Seller. Indeed, these taxes and customs duties, which the exact amount of cannot be determined by the Seller in advance and which he therefore cannot inform the Customer prior to his order, remain the sole responsibility of the Customer, who is solely responsible for the proper fulfillment of any declarations and/or related formalities.

Article n° 6: Orders

Orders are made by Internet, from the Website www.home-of-thamani.com .

A detailed description of the Products is available on each Product page.

The Customer can add Products to his shopping cart by choosing the quantities and clicking on the “Add to cart” button.

The Customer can access the summary of his basket at any time as long as the order is not definitively validated and can correct any errors in the items entered.

The Customer who wishes to order on the Website can create his User Account beforehand if he wishes, by obligatorily informing surname, first name, e-mail and password for which the User remains solely responsible. He must then activate his

account via the link present in the activation e-mail sent to his e-mail address provided. The creation of a User Account allows the customer to place an Order more easily and to manage his Orders and the history of his Orders with ease.

To proceed with the Order, the Customer validates his basket by clicking on "Proceed to payment". He must read and accept the Terms of sale by ticking the box provided for this purpose, before being able to continue the Order process.

The Customer then enters the delivery address and chooses the delivery method from the options offered, then clicks on "Continue to payment". At this stage, the customer has the option of accessing his User Account or creating one to facilitate the entry of shipping data.

The Customer guarantees that all the information he gives in the order form is accurate, up-to-date and sincere and is not vitiated by any misleading nature. The Customer must ensure the accuracy of the contact details he provides, and correct any input errors before validating the order.

The Seller cannot be held responsible for any failure to deliver due to errors in entering information by the Customer. It is therefore up to the Customer to check, at the time of the order, the nature, number, size and price of the items chosen.

The Customer is then invited to choose the method of payment and to complete the payment information, to check his Order and then validate the Order by clicking on "Pay now"

Point of attention : for Customers choosing delivery to a relay point, the choice of the relay point will be made after validation of the order.

The Seller acknowledges receipt of the Order as soon as it is validated by sending the Customer an order confirmation email which summarizes the conditions of the order, including the Products ordered and the delivery address.

Any order will only be considered after receipt of full payment for the Products.

The Seller reserves the right to refuse any Order. Seller may, in its sole discretion, limit or cancel quantities purchased per person, per household or per Order.

In certain cases, in particular for non-payment, incorrect address, in the event of orders not corresponding in terms of content or frequency to the needs of an individual Customer, in the event of an abnormal request or in bad faith, or any other problem related to the User / Customer Account, The Seller will block the order until the problem is resolved.

Any Product offer on this Website is void where prohibited by law.

Article n° 7: Method of Payment

The full price of the Products and the applicable delivery costs are due upon Order. Payment can be made online:

- by credit card
- or by any other means that will be offered on the Website at the time of the Order.

The Customer guarantees to the Seller that he has the necessary authorizations to use the payment method chosen.

Article 8: Delivery

8.1 Delivery of the Order is made to the address indicated by the Customer as the "delivery address" and may be different from the billing address.

8.2 Geographical scope of delivery

Delivery is currently available in European Union (except in Andorra). See the full list on the Delivery page <https://www.home-of-thamani.com/livraison>

For a delivery needed outside these areas, the Customer is invited to contact the Seller directly by e-mail at contact@home-of-thamani.com

8.3 Delivery methods

The Customer is informed when placing his Order of the possible delivery methods according to his country of delivery and of the costs corresponding to each of these methods.

The Customer must select the desired delivery method and provide all the information necessary for the actual delivery of the Order according to this method.

As part of a relay point delivery, the Customer may select his relay point (collection point) after validation and payment of the Order. Thus, to ensure that they can be delivered to a relay point near their home, the Seller recommends that the Customer consult the list of relay points available on the Website of the selected carrier before validating the Order.

For Mondial Relay : <https://www.mondialrelay.com/>

8.4 An average delivery time is indicated to the Customer when choosing the delivery method.

8.5 In the event of late delivery of the order, the Customer must report this delay to the Seller, by sending an e-mail to: contact@home-of-thamani.com. If the product is not delivered beyond thirty (30) working days, apart from a case of force majeure, the Customer may terminate the contract. The termination of the contract takes effect upon receipt of the e-mail sent to this effect. The Seller will then reimburse the Customer for the amount of the order and the delivery costs within fourteen (14) days after termination of the contract.

8.6 The information relating to the name and address recorded by the Customer when placing the Order is binding on him. This information must be precise, exact, and complete to allow delivery under good conditions. In the event of an error in the wording of the recipient's contact details, the Seller cannot be held responsible for the impossibility of delivering the Product(s) following this error. In this case, the Seller will not be able to make a second delivery. In addition, the price of the order may be refunded to you, excluding delivery costs, after receipt of the return package from the Seller.

8.7 The Customer is informed as soon as possible in the event of unavailability of the Product(s) ordered. He can then obtain a full refund of the sums paid within fourteen (14) days.

8.8 The Seller guarantees that the Products are in perfect condition when handed over to the carrier. In the event that the Products are damaged, the Customer's reservations must be made in writing to the carrier in the case of delivery with signature and to the Seller's customer service at contact@home-of-thamani.com, no later than forty-eight (48) hours after delivery. If the above procedure has been followed and the problem related to the product is proven, the Seller may either reimburse the customer for the price paid, or make a new delivery of similar Products.

For more details on delivery, the Customer is invited to consult the delivery page <https://www.home-of-thamani.com/livraison>

Article n°9: Legal guarantees

The Seller guarantees that the Products have been subject to all the necessary care to ensure their conformity with the description which appears on the Website and also guarantees that the Products are in perfect conditions as soon as they are handed over to the carrier responsible for carrying out delivery to the Customer.

The Products supplied by the Seller automatically benefit, independently of the right of withdrawal, from the legal guarantee of conformity (provided for in articles L. 217-4 to L. 217-14 of the Consumer Code) and from the legal guarantee against hidden defects (provided for in articles 1641 to 1648 of the Civil Code) under the conditions and according to the methods of implementation referred to below.

9.1 Legal guarantees of conformity

The Customer has a period of two (2) years from the delivery of the goods to act on the basis of the legal guarantee of conformity.

During the twenty-four (24) months following the delivery of the Products, the Customer is exempted from providing proof of the existence of the lack of conformity.

In the event of a lack of conformity, the Customer chooses between the repair or the replacement of the good. If the repair or replacement of the goods is impossible, the Customer may choose between the refund of part of the price or the termination of the contract, in accordance with Article L. 217-10 of the Consumer Code.

9.2 Legal warranties against hidden defects

When acting as a guarantee against hidden defects of the Product within the meaning of article 1641 of the Civil Code, the Customer can choose between the resolution of the sale or a reduction of the sale price in accordance with article 1644 of the Civil Code. The Customer has five (5) years after purchasing the Product to make use of this legal warranty against hidden defects. In this case, the Customer will be responsible for proving the presence of hidden defects.

9.3 Terms of implementation of legal warranties

In the event of a lack of conformity or the presence of hidden defects, the Customer must contact the Seller's customer service by e-mail, at the following address: contact@home-of-thamani.com and explain the problem encountered with the Product. .

In the event of lack of conformity or the presence of proven hidden defects, the Seller will agree to the return of the Product.

Returns of Products that do not comply with the terms described above cannot be taken into account. No return of Products not previously validated by the Seller will be accepted.

In the case of a refund, the Customer will be refunded as soon as possible and at the latest within fourteen (14) days following the date on which the Seller informed him of the impossibility of replacing the Product.

Article n°10 – Right of withdrawal

Pursuant to the provisions of Articles L.121-21 and the Consumer Code, the Customer has a period of withdrawal from his Order of fourteen (14) clear days from the date of receipt of the products. When the fourteen (14) day period expires on a Saturday, Sunday or a public holiday or non-working day, it is extended until the first following working day.

To exercise this right of withdrawal within this period, the Customer must write to the Seller by registered mail with acknowledgment of receipt to the following address to inform him of his desire to make use of his right of withdrawal:

HOME OF THAMANI
35 boulevard du Port, BAT C1 CAP CERGY
95000 CERGY
France.

The letter must mention: the order number, the Customer's name, the date of the order, the reason for the withdrawal, be dated and signed.

Return costs are the responsibility of the customer.

Upon receipt of the mail, the Seller will contact the Customer at the contact details indicated. Reimbursement will take place within a maximum period of fourteen (14) days from receipt of the returned product(s) and will be made via the means of payment used during the purchase.

The Customer has the obligation to return the product(s) in perfect condition, in its original form, under conditions specific to its re-marketing. The Seller will not accept and will not reimburse returns of open, unsealed, damaged or used Products, as well

as Products likely to deteriorate or expire rapidly in accordance with Article 221-28 of the Consumer Code.

Note that only the person who paid for the product can exercise this right of withdrawal.

Article n° 11: Returns policy

No Product will be taken back or exchanged outside the legal provisions of the right of withdrawal, the legal guarantee of conformity and the legal guarantee against hidden defects.

For more details on the procedures linked to these legal provisions, the Customer can consult Article n°9 on the Legal Guarantees and Article n°10 on the Right of withdrawal.

In the case of a return under these legal provisions, the Customer must always obtain a return agreement from the Seller before returning the products.

No return of Products not previously validated by the Seller will be accepted.

Returns of Products that do not comply with the terms described above cannot be taken into account.

Article No. 12: Liability

The Customer is solely responsible for the choice of Products, their use and their compatibility with any other equipment.

On the other hand, the labeling clearly establishing the presence or absence of allergens, the Seller cannot be held responsible for an error by the Customer on his intolerances or allergies to certain ingredients.

The Products offered to the Customer by the Seller on the Website comply with French legislation and European standards in effect.

The Seller's liability cannot be engaged in the event of non-compliance with the legislation of another country where the Products will be used by the Customer, French

law being exclusively applicable to the sale of the Products between the Seller and the Customer in accordance with Article 19 below.

It is exclusively up to the Customer to check with the local authorities the possibilities of importing or using the Products he plans to order.

The Seller cannot be held responsible for damage of any kind, material, immaterial and/or bodily, which could result from misuse, abnormal use, negligence or lack of maintenance of the Products. from the Customer or a third party, as in the case of normal wear and tear of the Products.

Article n° 13: Force majeure

The Seller's liability cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in these Terms of sale results from a case of force majeure.

As such, force majeure means any external, unforeseeable and irresistible event.

Article n° 14: Protection of personal data and Cookies

The Seller collects and processes several categories of personal data when Customers are using the Website. The Seller undertakes to use the Customer's Personal Data only in the context of the operation of its Website.

The Customer is informed and accepts that his personal data will be collected and used by the Seller who acts as data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 relating to the protection of data. natural persons with regard to the processing of personal data and the free movement of such data known as the "General Data Protection Regulation" or "GDPR".

14.1 The personal data collected is as follows:

- Device data: when the Customer visits the Website, the Seller automatically collects certain information about the Customer's device, including information about the web browser, IP address, time zone and some of the cookies installed on the device. In addition, when the Customer browses the Website, the Seller collects information on the web pages or individual products consulted, the Websites or the search terms that led to arriving on the Website, as well as information on how the Customer interacts with the Website. The Seller uses tracking technologies, in particular cookies, to improve the Website and adapt it to the Customer's needs.
- Data on the Order : when the Customer places or attempts to place an Order through the Website, the Seller collects certain information concerning him, in particular his name, billing address, shipping address, payment information including credit card numbers, email address and phone number.

When the term “Personal Information” is used in this Privacy Policy, Seller is referring to both Device Information and Order Information.

14. 2. Cookies

Here is a list of cookies that the Seller uses.

- session_id : unique session identifier, allows Shopify to store Customer session information (referrer, landing page, etc.).
- shopify_visit : No data held, persists for 30 minutes from last visit. Used by the Seller 's Website provider 's internal statistics tracking system to record the number of visits.
- shopify_uniq : No data held, expires midnight (depending on visitor location) the following day. Calculates the number of visits to a store per unique customer.
- cart : unique identifier, persists for 2 weeks, stores information about your shopping cart.
- secure_session_id : unique session identifier
- storefront_digest : unique identifier, undefined if the store has a password, it is used to know if the current visitor has access.
- The "log files" follow the activity of the Website and collect the following Customer data : IP address, type of browser used , Internet service provider, referring and exit pages, and timestamp data (date and time).
- “Web beacons” : “beacons” and “pixels” are electronic files that record information about how the Customer browse the Website.

14.3 How is Customer data used?

Here is how the Customer's data can be used by the Seller:

- Processing the Order : collecting payment, arranging for the shipment of the order and providing invoices and/or order confirmations.
- communicate with the Customer ;
- assess potential fraud or risk;
- and when it corresponds to the preferences communicated by the Customer, to provide information or advertisements concerning the Products or Seller's business .
- improve and optimize the Website (for example, by generating analytics on how the Customer browses and interacts with the Website, and to assess the success of the Seller's advertising and marketing campaigns .

The Seller shares the Customer's personal information with third parties who help it to use it for the purposes described above.

For example, Shopify is used to host the Seller's Website – to learn more about the use of Personal Information by Shopify, the Customer is invited to consult the following page: <https://www.shopify.fr/legal/confidentialite>.

Google Analytics is also used to better understand how the Customer uses the Website – to find out more about the use of personal information by Google, the Customer is invited to consult the following page:

<https://www.google.com/intl/en/policies/privacy/>

The Customer can also deactivate Google Analytics here:

<https://tools.google.com/dlpage/gaoptout>

Finally, the Seller may also share the Customer's Personal Information to comply with applicable laws and regulations, respond to a subpoena, search warrant or other legal request for information received, or to protect its rights.

Please also note that Customer information will be transferred outside of Europe, including to Canada and the United States. The sending of personal information outside of Europe is carried out in accordance with European law.

14.4 Behavioral Advertising

As indicated above, the Seller uses the personal information of the Customer to provide him with targeted advertisements or marketing messages which may be of interest to him. To learn more about how targeted advertising works, the Customer

can consult the information page of the Network Advertising Initiative (NAI) at the following address:

<http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>

Customer can opt out of targeted advertising here:

FACEBOOK – <https://www.facebook.com/settings/?tab=ads>

GOOGLE – <https://www.google.com/settings/ads/anonymous>

BING - <https://about.ads.microsoft.com/en-us/resources/policies/personalized-ads>

In addition, the Client may opt out of some of these services by visiting the Digital Advertising Alliance opt-out portal at the following address: <https://optout.aboutads.info/?c=3&lang=fr>

14.5. Customer's rights

For Customers residing in Europe, in accordance with the provisions of the law of January 6, 1978 known as "Informatique et Libertés", modified by law n ° 2018-493 of June 20, 2018 relating to the protection of personal data, and of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data and the free movement of such data, the Customer has a right of access, rectification, deletion, limitation, opposition, portability of personal data concerning him appearing in the Seller's files.

To exercise this right, the Customer must contact the Seller using the contact details specified below.

In addition, if the Customer is a European resident, note that the Seller processes the Customer's information for the purpose of fulfilling its contractual obligations in regard to the Customer (for example if the Customer places an order on the Website) or to continue its legitimate business interests, listed above.

The Customer also has the right to lodge a complaint with the National Commission for Computing and Liberties (CNIL), in particular on its Website www.cnil.fr.

14.6 Data retention

When the Customer places an Order through the Website, the Seller retains the Order Information, unless and until the Customer asks it to delete it.

14.7 Contacting us

In the event of questions about the privacy policy or in the event of a complaint, the Customer may contact the Seller by e-mail at contact@home-of-thamani.com, or by mail at the following address:

Home of Thamani - 35 boulevard du Port, BAT C1 CAP CERGY, Cergy, 95000, France

Article n° 15: the Newsletter

The Customer can subscribe to the Seller's newsletter in order to receive information on news and events of the brand, the Products, the Website and its partners from the home page by entering his e-mail address in the dedicated field at the bottom of the page. The Customer will then receive an automatic e-mail confirming his registration.

The Customer may renounce it at any time by clicking on the unsubscribe link located at the bottom of each newsletter.

Article n° 16: Intellectual property

All elements (texts, logos, trademarks, images, illustrations, sound elements, comments) present on the Website are the exclusive property of the Seller and are protected by copyright as well as intellectual property.

Any total or partial reproduction on any medium, of any element present on the Website is strictly prohibited, with the exception of a copy for private, individual, personal, non-transferable and non-commercial use and subject to compliance with the intellectual property rights and any other proprietary rights referred to

Any transfer or license of one of the components of the Websites is subject to the prior written authorization of the Seller, under penalty of legal proceedings.

Article n°17: Complaint

In the event of a complaint, Customer can first contact the Seller to obtain an amicable solution, by writing to HOME OF THAMANI, 35 boulevard du Port, Bat C1 CAP CERGY, 95000 Cergy, France or by sending an email to contact@home-of-thamani.com

Article 18 – Severability

In the event that any provision of these Terms and Conditions is found to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by law, and the unenforceable portion shall be deemed severed from these Terms and Conditions. Sale without this judgment affecting the validity and applicability of the other provisions.

Article n° 19: Applicable law and competent court

Any dispute relating to the interpretation and execution of these Terms of sale of Sale is subject to French law.

In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Pontoise (France).

Only these Terms of sale in French are authoritative. In the event that they are translated into one or more other languages, only the French text shall prevail in the event of a dispute.