

# TERMS AND CONDITIONS OF SALE

The purpose of the present Terms and Conditions is to define the framework and conditions under which the Customer may purchase, on the site accessible via the URL <https://helinga.com/> , (hereinafter the "**Site**") personalized or non-personalized jewelry items (hereinafter the "**Products**") marketed by Hëlinga, a limited liability company, whose registered office is located at 5 rue Constance in Paris (75018), registered with the Paris Trade and Companies Registry under number 953.905.973 (hereinafter "**Hëlinga**").

## **SUBJECT**

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These General Terms and Conditions of Sale are entered into between Hëlinga and the Customer.

The Customer is necessarily a natural person of legal age and capacity, visiting the Site, with consumer status and for purposes that do not fall within the scope of his professional activity.

Any order implies the Customer's acceptance of the present terms and conditions of sale.

Hëlinga reserves the right to modify these terms and conditions at any time. They will be applicable to all orders placed after their publication online.

## **PRICE**

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The sale prices of the items are indicated in Euros and are those in force on the day the order is placed by the Customer. Prices include Value Added Tax (VAT) applicable on the day of the order.

These prices do not include delivery charges (postage, packaging and parcel preparation), which are invoiced in addition to the price. The amount of delivery charges will be specified during the ordering process.

If the Customer requests delivery outside the European Union, he/she is informed that additional charges related to customs formalities may be applied by the carrier. These include customs duties, carrier handling fees and any taxes applicable in the country of delivery (such as goods and services tax, value-added tax, etc.). The Customer will pay all these costs directly to the carrier, and Hëlinga will not be able to reimburse the Customer for these costs in the event of retraction, in accordance with the Article "Right of retraction".

## **ORDER**

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La validation de la commande vaut acceptation irrévocable des prix et des descriptions des Produits commandés.

Once an order has been accepted, it is considered irrevocable. The acceptance of the order will result from the reception, after the registration of the order, of a summary e-mail confirming that the order has been taken into account by Hëlinga. Hëlinga may cancel the order, by sending an e-mail, informing the Customer of its cancellation in the event of particular difficulties and, in particular, in the event of stock problems.

## **PAYMENT**

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Placing an order on the website requires payment by the Customer.

Payment can be made online by credit card or Paypal.

Accepted cards are Carte Bleue, Visa, Mastercard, American Express, Discover, Diners Club and China UnionPay.

To ensure payment security, Hëlinga uses Stripe and Paypal secure payment services.

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**DELIVERY**

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Delivery conditions, costs and lead times are indicated when the order is placed. The same applies to pre-orders, in which case the expected shipping and delivery dates are expressly specified.

Products are delivered to the delivery address indicated by the Customer during the ordering process.

Hëlinga entrusts delivery to a third-party carrier whose name appears on the Site when the order is placed.

Hëlinga cannot be held responsible for the delivery of Products to the wrong address or for the absence of delivery, if this situation is the result of an error or omission by the Customer at the time of ordering.

In the event that the order cannot be delivered due to such an error or omission, Hëlinga will reimburse the Customer for the amount of the order, once the order has been returned to Hëlinga, less the cost of delivery (round trip).

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**RIGHT OF WITHDRAWAL (RETURNS AND REFUND/EXCHANGE)**

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On the Site, Hëlinga sells Products that are subject to the right of withdrawal (i.e. standard and non-personalized Products) and Products that are not subject to the right of withdrawal (i.e. Products that are specially made for the customer, custom-made or personalized, for example engraved Products).

**For Products subject to the right of withdrawal**

The Customer has a period of fourteen (14) days in which to exercise his right of withdrawal, without having to justify his decision or bear any costs other than those of the direct return of the Products.

The fourteen (14) day period runs from the day of receipt of the goods by the Customer or a third party (other than the carrier) designated by the Customer.

In the case of an order for several goods delivered separately, or in the case of an order for a good made up of multiple batches or parts whose delivery is staggered over a defined period, the period runs from receipt of the last good, batch or part.

To exercise the right of withdrawal, the Customer must inform Hëlinga by an unequivocal written statement:

- By post addressed to Hëlinga 5 rue Constance, Paris (75018)
- By e-mail addressed to [contact@helinga.com](mailto:contact@helinga.com)

The customer may use the model retraction form which can be downloaded [here](#), but this is not obligatory.

The Customer undertakes to return or restitute the products concerned within a maximum period of fourteen (14) days following communication of his/her decision to withdraw by post by returning the article(s) concerned in a parcel, at his/her expense, accompanied by the duly completed delivery slip, in the original packaging to the following address: Hëlinga, 5 rue Constance, Paris (75018).

In accordance with Article L.121-21-3 of the French Consumer Code, the Customer may be held liable in the event of depreciation of the Products resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of these Products. In such a case, Hëlinga reserves the right to refuse the Product returned in a condition that does not allow it to be sold again.

When the right of withdrawal is exercised in accordance with the terms set out above, Hëlinga will reimburse the Customer for all sums paid, including the initial delivery costs, but excluding the direct costs of returning the goods, without undue delay and no later than fourteen days from the date on

which it is informed of the Customer's decision to withdraw. Hëlinga may, however, defer reimbursement until the Products have been recovered or until the Customer has provided proof of shipment of the Products, whichever comes first.

Hëlinga will make this refund using the same means of payment as that used by the Customer for the initial transaction, unless the Customer expressly agrees to use another means of payment and insofar as the refund does not incur any costs for the Customer.

With regard to initial delivery costs, Hëlinga is not obliged to reimburse additional costs if the Customer has expressly chosen a delivery method that is more expensive than the standard delivery method offered by Hëlinga.

#### **For products not subject to the right of withdrawal**

In accordance with article L.121-21-8 of the French Consumer Code, the right of withdrawal cannot be exercised for :

- Products made to the customer's specifications or clearly personalized;
- Products which have been unsealed by the Customer after delivery and which cannot be returned for reasons of hygiene or health protection.

As a result, jewelry items made to the customer's specifications or engraved at the customer's request are not subject to the right of withdrawal.

#### **GUARANTEES**

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The Products offered for sale on the Site benefit from :

- The legal warranty of conformity provided for in articles L.217-4 et seq. of the French Consumer Code.
- the warranty for defects in the goods sold as defined in articles 1641 et seq. of the French Civil Code.

In the event of a legal warranty of conformity, the customer has a period of two years from the date of delivery of the goods in which to take action. He may choose between repairing or replacing the goods, subject to the cost conditions stipulated in article L217-9 of the French Consumer Code. The buyer is exempt from proving the existence of a lack of conformity for a period of two years following delivery, except in the case of second-hand goods, for which this period is six months.

The legal warranty of conformity applies independently of any commercial warranty.

The customer may decide to invoke the warranty against hidden defects in the item sold, as defined in article 1641 of the French Civil Code. In this case, the customer may choose between rescinding the sale or reducing the purchase price in accordance with article 1644 of the French Civil Code.

##### Article L217-4 of the French Consumer Code

The seller delivers goods in conformity with the contract and is responsible for any defects in conformity existing at the time of delivery. He is also liable for defects in conformity resulting from the packaging, assembly instructions or installation when the latter has been made his responsibility by the contract or has been carried out under his responsibility.

##### Article L217-4 of the French Consumer Code

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*from the packaging, assembly instructions or installation when the latter was his responsibility under the contract or was carried out under his responsibility.*

Article L217-5 of the French Consumer Code

*The good conforms to the contract:*

*1/ If it is fit for the purpose usually expected of similar goods and, where applicable :*

*If it corresponds to the description given by the seller and possesses the qualities that the seller presented to the buyer in the form of a sample or model;*

*If it has the qualities that a buyer may legitimately expect in view of the public statements made by the seller, the producer or his representative, particularly in advertising or labeling;*

*2/ Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.*

Article L217-12 of the French Consumer Code

*Any action arising from a lack of conformity must be brought within two years of delivery of the goods.*

Article L217-16 of the French Consumer Code

*When the buyer asks the seller, during the course of the commercial warranty granted at the time of purchase or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days is added to the remaining warranty period. This period runs from the date of the purchaser's request for service or from the date the item in question is made available for repair, if this is subsequent to the request for service.*

Article 1641 of the French Consumer Code

*The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them.*

Article 1648 al 1er of the French Consumer Code

*The action resulting from redhibitory defects must be brought by the purchaser within two years of discovery of the defect.*

Article 2232 of the French Consumer Code

*Postponement of the starting point, suspension or interruption of prescription may not have the effect of extending the extinctive prescription period beyond twenty years from the day on which the right arose.*

*The first paragraph does not apply in the cases mentioned in articles 2226, 2226-1, 2227, 2233 and 2236, in the first paragraph of article 2241 and in article 2244. Nor does it apply to actions relating to personal status.*

## **INTEGRALITY**

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Should any of the clauses of the present contract be declared null and void by a change in regulations or by a court decision, this shall in no way affect the validity of and compliance with the other clauses of the present General Terms and Conditions of Sale.

## **CLAIMS - MEDIATION - APPLICABLE LAW - JURISDICTION**

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In accordance with the provisions of the French Consumer Code concerning "the dispute mediation process", any complaint by the Customer must be sent by registered letter with acknowledgement of receipt, together with all supporting documents, to the following address : [contact@helinga.com](mailto:contact@helinga.com)

The User is hereby informed that, in the event of a dispute, he/she may have recourse to a consumer mediation procedure.

The name of the competent consumer mediator in the event of a dispute relating to this Contract may be communicated to Hëlinga at the User's request. All consumer disputes may be resolved by mediation, except in the following cases:

- If the Customer has not previously attempted to resolve the problem directly with Hëlinga by means of a written complaint;
- If the complaint has been addressed to Hëlinga for more than one year;
- If the claim is manifestly unfounded or abusive;
- If the dispute does not fall within the mediator's field of competence.

The Site is intended for Users who use the French language. French is the language of reference for any dispute brought before the courts, regardless of the User's mother tongue.

In the event of a dispute, the applicable law is French law and the competent court will be determined in accordance with the applicable regulations.

## **INTELLECTUAL PROPERTY**

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The models, textual, visual, audio and photographic content, software, systems and databases used or made available by the Site are protected by intellectual property rights. Any use, modification, adjustment, assembly, disassembly, decompilation, in whole or in part of any element without the written consent of the Site is strictly forbidden.

## **PERSONAL INFORMATION**

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The information collected when browsing the Site and ordering Products is recorded in a computerized file by Hëlinga for the purpose of executing the present Contract and, more specifically, for the sale of Products and their delivery. The legal basis for the processing is the present Contract, both for measures prior to the conclusion of the Contract and for the execution of the Contract.

When personal data is collected, the User is informed of the characteristics of the processing, in particular the recipients of the data and how long it will be kept.

The User has also been informed of his rights and, in particular, his right to access his personal data, to rectify it, to request its deletion or to exercise his right to limit the processing of his data.

To exercise these rights or if you have any questions about the processing of your data under this system, the User may contact Hëlinga at the following e-mail address [contact@helinga.com](mailto:contact@helinga.com)

In accordance with applicable regulations, if the User considers, after contacting Hëlinga, that his/her "Informatique et Libertés" rights have not been respected, he/she may lodge a complaint with the CNIL.

The detailed rules relating to the processing of the Customer's personal data are set out in the "Privacy Policy" document submitted to and accepted by the User during the order process. Please refer to this document for further information.