

## TERMS OF PURCHASE AND USE OF LABELS

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View or **DOWNLOAD** the General Conditions for Purchasing Labels on Durable Media.

### 1. SUBJECT

1. The Company (hereinafter referred to as "AV MARKET") offers through its Platform a service for the purchase and publishing of labels for the transport of goods intended for users - consumers and professionals.
2. The labels are for single use only and may not be reproduced.
3. These GTC supplement the General Terms and Conditions for the Provision of the Platform and govern the purchase and publication of labels via the Platform.
4. **Please note: This service is only available to Users wishing to send or receive a parcel in France or Spain. They must therefore have a real (fiscal) address in France or Spain to the exclusion of any other country or destination.**
5. **In general, the User guarantees the Platform against any action that may be brought against it as a result of the use of the Platform or the service by the User or under its control.**

### 2. ORDER

1. The process of purchasing and editing labels is presented in detail on the Platform, it being understood that AV MARKET is an intermediate subcontractor between the User and the carrier.
2. Any purchase and edition of a label requires the prior creation of an Account by the User, the express and unreserved acceptance of the General Terms and Conditions of Provision, these GTC, as well as the acceptance of the technical and legal constraints linked to the edition, use of the labels and payment of the price.
3. Once the purchase has been confirmed, the User receives a confirmation email, containing a link allowing him/her to download the label on a durable support.
4. Validation of the order of the label constitutes unreserved acceptance of these GTC by the User.
5. **Please note: the contents of the shipments are regulated by the carriers. It is up to the User to check beforehand and before any shipment that the products sent are legal and not excluded by the chosen carrier. The general conditions of the carriers are appended hereto.**

### 3. PRICES

1. The price of the label is calculated according to an estimate based on the obligatory information communicated and declared sincere and compliant by the User, when placing the order, namely:
  - (1) The description of the package ;
  - (2) The weight in kilograms;
  - (3) Dimensions in centimetres (length, depth and height),

- (4) The number of packages, which if there are several must be identical in terms of description, weight and size;
- (5) The insurance value including VAT desired by the User;
- (6) The departure address and the sender's details;
- (7) The destination address and the details of the recipient;
- (8) The choice of carrier (Chronopost or DHL) and the type of shipment desired.

2. The User is fully informed and acknowledges that the price of the label that he will have to pay to validate his order depends exclusively on the information that he provided when he placed his order and that he is therefore bound by this information. Consequently, the latter undertakes to communicate only accurate, current and complete information, the accuracy, sincerity and reliability of which it guarantees at all times.
3. **In view of the provisions of article 3.2. above, the User is informed and expressly accepts the existence of a contingency concerning the price, which would be materialised by the possible difference between the price of the label paid via the Platform when placing the order - evaluated on the basis of the information provided - and the actual cost of the delivery once it has been made by the carrier appointed for this purpose.**
4. **Consequently, the User acknowledges and expressly accepts that in case of a possible price difference between the price paid when placing the order and the actual cost of the delivery invoiced by the carrier once the service is performed, the latter will be obligatorily bound to pay this price difference to AV MARKET. This price difference is an integral part of the User's initial payment obligation accepted when purchasing the label. In any case, the User is solely responsible for the content of his shipments and for the information transmitted regarding his shipment. In the event that the information concerning the shipment is incorrect, the packaging used is inappropriate or in the event of doubt as to the legality or dangerousness of the products transported, the carrier may refuse to transport the product and/or charge any additional costs incurred by the said transport (in particular additional transport costs), which will be unilaterally charged to the User. If the carrier refuses to accept the package, any storage and return costs will be at the exclusive charge of the User and will be subject to additional invoicing, for which the User already acknowledges the obligatory nature of payment.**
5. Communication and internet costs related to the use of the Platform's services are the responsibility of the User.

#### 4. PAYMENT

1. Payment is made at the time the order is validated, by credit card (CB, Visa, MasterCard, American Express) on the SSL secure payment platform of the third party certifier Stripe, on which the User provides his bank details directly.
2. In the absence of full payment of the price, and in particular of the difference due following the invoicing by the carrier of the real cost of the delivery, AV MARKET reserves the right to suspend or delete the User's account until full payment of the remaining price due by the User.
3. Any late payment due by the Professional User will result in the application of late payment penalties equal to three times the legal interest rate in force, as

well as a fixed recovery indemnity of 40 Euros, and will make all sums due by the User immediately payable.

#### **5. EXERCISING THE RIGHT OF WITHDRAWAL**

1. **In accordance with the provisions of article L.221-18 of the Consumer Code, the User (consumer or assimilated to a consumer within the meaning of article L.221-3) has a period of fourteen (14) days from the day following the purchase of the label to exercise his right of retraction in accordance with the legal provisions, without having to justify his decision or incur costs other than those provided for in articles L.221-23 to L.221-25 of the same Code.**
2. **The right of withdrawal does not apply to labels that have been scanned by a carrier within this fourteen-day period.**
3. To exercise his right of retraction, the User may send a form including first name, surname, email, address, telephone, tracking number to the following address AV-Market, 2793 chemin de Saint Claude, 06600 Antibes, FRANCE, or send his request directly by email (provided it is unambiguous) to: contact@av-market.com.
4. In case of exercising the right of withdrawal within the time limit and following the required forms, the label will be cancelled by AV MARKET and the User will be refunded the full amount paid via the Platform for the purchase of the label.
5. Reimbursement will be made no later than fourteen days following notification to the Platform of the User's decision to withdraw.
6. Unless otherwise requested, reimbursement will be made by the same means of payment as that used by the User when paying for the order.

#### **6. LIMITATION OF LIABILITY**

1. The Platform's services, and in particular access to the module for publishing and selling labels, are accessible - as a matter of principle - to the User on a continuous basis, all year round.
2. However, the Platform reserves the right, at any time, to temporarily suspend or interrupt access to its services, without notice or compensation for technical reasons, and in particular to carry out maintenance, without it being able to be held responsible for any damage that may occur as a result. The User expressly accepts these interruptions and waives the right to make any claim in this respect, whatever the circumstances of the said interruption.
3. AV MARKET shall under no circumstances be held liable for any network malfunction preventing the proper functioning of the Platform, any deletion or loss of data, any consequence of a virus, bug, anomaly or computer failure, as well as more generally for any damage caused to the computer or other equipment used by the User to access the Platform - it being understood that this list is not exhaustive.
4. **THE PLATFORM DECLINES ALL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS CONCERNING THE INFORMATION PROVIDED BY THE USER WHEN PUBLISHING THE TRANSPORT LABELS, NOR FOR THEIR CONSEQUENCES, INCLUDING FINANCIAL ONES.**
5. **THE PLATFORM CANNOT UNDER ANY CIRCUMSTANCES BE HELD RESPONSIBLE FOR THE USE OF THE LABELS DELIVERED VIA THE PLATFORM NOR FOR THEIR INADEQUACY WITH THE NEEDS NOT OR POORLY EXPRESSED BY THE USER.**

6. The Platform merely provides the User with a service of purchasing and publishing transport labels, according to the information provided by the User. It shall not be held liable for the contents of the package, including in the event of any violation of regulations, damage, delay, defect or difficulties related to delivery, insofar as the transport services are provided by professional carriers and governed exclusively by their respective general terms and conditions appended hereto. It is therefore up to the User to refer to the general terms and conditions of DHL and Chronopost to find out the conditions of performance of their transport services.

## **7. CLAIMS**

1. For any request or claim concerning the transport service (late delivery, damage or loss of the package, etc.), the User must imperatively open a claim file with the carrier via AV MARKET's Platform, which acts on behalf of the User.
2. This opening of file and request must be made directly via email [contact@av-market.com](mailto:contact@av-market.com), without delay and must be accompanied by all the necessary supporting documents and a precise description of the problem encountered.
3. Once the request has been consulted and processed by AV MARKET, AV MARKET will make its best efforts to assist the User in its dealings with the carrier, where applicable, without being held liable for the carrier's failure to perform or improper performance of its transport service. The carrier remains solely responsible for its obligations relating to the transport service for which it has been appointed. AV MARKET will forward to the User any request - in particular for additional documents - that may be made by the carrier, which undertakes to send it as soon as possible.
4. The decision to compensate the User and the determination of the amount are the sole responsibility of the carrier. The User will, if necessary, be directly indemnified by the carrier under the conditions provided for in its General Terms and Conditions, without AV MARKET intervening in this reimbursement process. In case of refusal of compensation by the carrier, AV MARKET will inform the User, without this decision being subject to appeal to AV MARKET, which simply transfers the decision taken by the carrier after processing the User's request.
5. For any other request, the User is invited to contact AV MARKET directly by mail at the following address:

**Company GROUPE AZZUR - « AV MARKET »**  
Immeuble « Le Galaxie – Bloc B »,  
2793 Chemin de Saint-Claude  
06600 Antibes

## **8. CONVENTION OF PROOF**

1. In accordance with Article 1368 of the Civil Code, the parties intend to lay down, within the framework of the services, the rules relating to the evidence admissible between them in the event of a dispute and their probative force. The following provisions thus constitute the evidence agreement between the parties, who undertake to comply with this article.
2. The Platform and the User undertake to accept that, in the event of a dispute, the data from any computer, digital or e-mail recording as well as any element transmitted by the User constitute proof of acceptance of these General Terms

and Conditions of Purchase. The Parties irrevocably accept that in the event of a dispute, the scope of these documents, information and recordings is that of an original, in the sense of a written paper document, signed in a handwritten manner.

#### 9. APPLICABLE LAW AND ATTRIBUTION OF COMPETENCE

1. These General Terms and Conditions of Purchase are subject to French law.
2. In the event of a dispute, the consumer may have recourse to a consumer mediator pursuant to Order No. 2015-1033 of 20 August 2015 on the out-of-court settlement of consumer disputes. After having written to the Website, the Consumer may refer any consumer dispute to the Mediation Service for any consumer dispute that has not been settled: Médiation vivons mieux ensemble, 465 avenue de la Libération, 54000 NANCY, telephone 0956430409, [www.mediation-vivons-mieux-ensemble.fr](http://www.mediation-vivons-mieux-ensemble.fr).

In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform can be accessed at the following link

[www.ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR](http://www.ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR).

3. Any dispute relating to the validity, interpretation, execution or non-execution of these General Terms and Conditions of Purchase governing the relationship between the Platform and the User will be submitted to the Courts within the jurisdiction of the Court of Appeal of Aix en Provence.

#### ANNEXES:



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