



General terms and conditions (GTC)

§ 1 General rules

1.1 The company SILVER INTERNATIONAL SA, CHE-101984731 (hereinafter the "Supplier"), operates, under the name www.californian-living.com (hereinafter the "Website"), the CALIFORNIAN LIVING trademark, an online store selling custom carpets.

1.2 The Supplier provides all services in connection with the use of the online store and services exclusively on the basis of these Terms of Sale (hereinafter the "Terms"). The GTC apply to any user of the online store using a service (hereinafter the "Customer"). For this, the version of the GTC applicable to the Customer who orders is the one valid at the time of the order and accessible under the link of the Website.

1.3 By sending the electronic order through the Website, the Customer accepts the validity of the GTC. By this process, the Customer expressly excludes all general terms and conditions of sale that are specific to him.

1.4 The Supplier does not guarantee any specific accessibility of its website for the use of the online shop and services.

1.5 The Supplier may at any time limit or regulate access to the online store and services. This decision may be made in particular where this is necessary for reasons related to the safe operation of the network, the maintenance of network integrity (to avoid serious network disturbances), software or saved data.

§ 2 Service « Order and Delivery »

2.1 General

With the "Order and Delivery" service, the Customer may, electronically and after registration of a user account (hereinafter § 7), create custom, order and have the goods offered by the Supplier delivered.

2.2 Order

By clicking on the "Create my carpet" button, the Customer can create custom, order and have a carpet delivered according to the size, shape and colors of his choice. By clicking on the "Shopping Cart" button, the Customer can check the contents of the cart and modify it. To continue the order, the Customer must enter the required data such as the method of payment, the delivery address and the billing address. Before completing the order, the Customer has the opportunity to check if his order does not contain input errors and rectify them if necessary. By clicking on the "Buy Now" button, the Customer legally completes the ordering process and sends the Supplier a firm offer to purchase the selected goods. The price of the goods ordered is paid at the time of the order. The full price of the goods ordered by the customer must be paid when ordering the goods.

2.3 Offer and contractual agreement

The goods and services presented on the Website are not binding offers but an invitation to the Customer to submit to the Supplier a binding offer. With the order of the goods, the Customer makes a binding offer to conclude a purchase contract. He then receives an e-mail confirmation of receipt of the order from the Supplier. This does not constitute an acceptance of the offer yet. The acceptance of the Customer's offer by the Supplier - and thus the conclusion of the contract - is made either by the transmission of a declaration of acceptance addressed to the Customer by e-mail or by the dispatch of the goods. Tailor made within a period of up to 8 (eight) weeks depending on the production time of the goods after sending the confirmation of receipt of the order. The delivery times will be respected as far as possible, however, the possible delays cannot under any circumstances justify the cancellation of the order, or the payment of indemnities.

2.4 Contractual text

The Supplier does not save the contractual text. The Customer must himself save his order and the GSC in case he would like to consult them later.

2.5 Delivery and delivery fees

Delivery is by parcel service or by a carrier (UPS, DHL, TNT, etc.). The type of delivery depends on the item (s) ordered and is determined by the Supplier. The transport costs are counted separately for each item as well as during the validation of the order on the order summary. Delivery is made to the delivery address indicated by the Customer. Delivery is possible in Switzerland and abroad. Delivery of goods exceeding 270 centimeters in width will be the subject of a preliminary estimate. This quote will be communicated to customers for approval. In the case of delivery outside Switzerland, the customs fees and related taxes will be borne by the Customer exclusively. Delivery times add up to the production lead times of the goods ordered. The Customer may find on the Website more information about the conditions and delivery charges, which form an integral part of the purchase contract. In all cases, quantitative limits remain reserved. If any of the goods ordered by the Customer were not in stock, this does not affect the production and delivery of the other items. Missing items are delivered afterwards. The Supplier reserves the right to execute orders within the limits of the goods actually available in stock. In principle, the Supplier or the mandated partners are only required to make delivery free on the sidewalk. The Customer must ensure that it is possible to access the delivery address with a truck. The Customer informs the Supplier in advance of any delivery difficulties. No delivery is made on Sundays or public holidays. If the place of delivery is not accessible with a normal truck or if this access is difficult, especially in mountainous areas and in places forbidden to cars, the delivery is then carried out only until the next generally accessible place may be reached without any additional costs or charges (eg. to the downstream station for places that can not be reached by road). In addition, the place of delivery must be able to be reached via the international road network.

2.6 Price

All prices quoted in CHF (Swiss Francs) are gross prices and include VAT, which amounts to 7.7%. For prices that are not round, the rounding is always at the nearest unit (rounded commercial). For CHF 0.01 and 0.02, as well as for CHF 0.06 and 0.07, rounding occurs at the nearest multiple of 5; for CHF 0.03 and 0.04, as well as for CHF 0.08 and 0.09, the rounding is performed at the nearest multiple of 5.

2.7 Risk management

The Supplier shall bear the risk of loss or accidental deterioration of the purchased goods until they are transferred to the transport company responsible for the shipment to the Customer or until the delivery thereof. If it is delayed, the Customer must, by taking possession of the packages, check them in the presence of the delivery person, even if the packages appear intact. Any findings must be reported to the carrier and the reservations confirmed in writing to the Supplier within 48 hours after receipt of the goods.

2.8 Payment

2.8.1 The payment can be made by PAYPAL or by credit card via the STRIPE provider. The Supplier reserves the right to exclude certain means of payment in certain cases or to propose new means of payment.

2.8.2 In exceptional cases where the Supplier provides an advance service, for instance when making an invoice purchase, it may exchange data with other credit, payment and service companies (information agency) for identity verification, credit analysis and a credit check, in order to preserve its legitimate interests. For this, the Supplier sends the necessary personal data to an information agency. The Supplier receives from this information agency information concerning the payment history and creditworthiness of the Customer based on mathematical and statistical processes that use the data related to the address; he uses this information to make an appropriate decision concerning the reason, the realization or the termination of the contract. Upon request, the Supplier communicates to the Client the name of the information agency to which it is addressed in this case.

2.8.3 In the case of a payment by credit card or via PayPal, the amount to be paid is usually debited at the time of the order of the goods on the Supplier's Website.

2.8.4 If the Customer does not fulfill his payment obligations, he will be in default without formal notice as soon as the payment period set for him has expired.

In the event of late payment, the Supplier is entitled to interest on late payments of 8% and to calculate for each reminder of payment a reminder fee of up to CHF 30 (thirty) and other taxes, in particular the costs related to a recovery procedure.

If the Customer has taken possession of the ordered goods before payment and is late for payment of the purchase price, the Supplier is entitled to set an additional period, which is usually 10 days, and terminate the contract if the payment is not made within 10 days after this deadline and demand compensation, or require payment of the purchase price. In the event of an obligation to pay an advance and in the case of a cash purchase, the Supplier may, in the event of late payment by the Client, immediately terminate the contract without fixing an additional period by announcing it simply to the Customer. Moreover, in case of delay, the Supplier reserves the right to block all other orders until the sums due are paid.

§ 3 Force majeure

3.1 The Supplier does not respond to delays in the provision of goods in the following cases: Exceptional circumstances as well as any other unforeseeable, unavoidable and exceptional events not caused by the Supplier, occurring after the order or reservation or which would have remained unknown to the Supplier without the latter being responsible. In addition, strikes, fires, floods, labor disputes, malfunctions, changes in administrative authorizations or legislation and official provisions and which do not count as business risks (This provision also applies if these elements affect its legal representatives, vicarious agents or suppliers).

3.2 In the cases provided for in § 3 number 1, the Supplier is entitled to postpone the delivery of the duration of the impediment to which is added an appropriate start-up time. If the Supplier indicates to the Customer that in this context, the performance of the service will be strongly compromised, then the Supplier and the Customer are entitled to terminate or cancel the contract. Circumstances that may lead to a strictly temporary and therefore tolerable delay in execution are excluded from this case. The legal rights of the customer remain unchanged.

§ 4 Liability, warranty and warranty coverage

4.1 The Supplier's liability is limited in all cases to gross negligence and unlawful intent. Any other liability is expressly excluded. The liability of the Supplier's auxiliaries is totally excluded.

4.2 In case of finding, by the Customer, a manufacturing defect (color, size, material, etc.), he shall inform the Supplier as soon as possible, but no later than 15 days upon receipt of the goods. The warranty does not cover materials or consumables such as fabric or other materials. Nor does it apply to defects due to normal wear and tear, improper handling or damage resulting from the willful act or negligence of the buyer or third party. It applies only to initial manufacturing defects or defects related to the transport of the goods upon delivery. The Supplier has the choice of taking over the guarantee by repairing, replacing, modifying the order or reducing the price of the goods (reduction of the purchase price after the event). Coverage of the guarantee is taken into account only to the extent that there are no exclusion clauses such as normal wear and tear, damage resulting from improper handling, interventions or misuse as well as damage. Related to natural elements, moisture, shocks etc. Otherwise, the warranty applies according to the legal provisions.

4.3 If a warranty is granted on the merchandise beyond the legal provisions, it depends on the specific written warranty conditions of the Supplier. Any additional guarantees granted by the Supplier's employees, particularly in the context of consulting services, etc., are mandatory only in so far as they have been fixed in writing. If the Supplier provides a written warranty beyond the legal warranty for the product and no special warranty conditions are attached, then the following principles apply: The warranty period for the product in question begins at the end of the warranty period date of purchase of the product. The Supplier warrants the absence of defects on the product during the warranty period subject to the following restrictions: the warranty does not apply to consumables and defects due to normal wear or resulting from improper use handling of the goods by the Customer or improper use of the goods. In case of recourse to the guarantee, the Supplier decides whether the product will be repaired at its expense, if it will be replaced or if the purchase price will be refunded to the Customer against return of the product (warranty cover). Under certain conditions, the Supplier may require that the cost of return be charged to the buyer. Any other claims under the warranty are excluded. The guarantee service is provided in each of the subsidiaries upon presentation of the product and proof of purchase. The legal rights of the Customer, in particular those related to the defects of the product, remain unchanged.

§ 5 Transportation Damages, Claims

The Customer must, by taking possession of the packages, check them in the presence of the delivery person, even if the packages appear intact. Any findings must be reported to the carrier and the reservations confirmed in writing to the Supplier within 48 hours after receipt of the goods. The Customer must be confirmed in writing the obvious and apparent damage related to the transport at the reception by the deliveryman (carrier). The provisions §4 and §5 apply accordingly.

§ 6 Registration & data protection

6.1 A delivery order can be made either using a unique visitor account or using a durable user account (in short: "Registration"). In both cases, the Customer must provide the data necessary for the service in order to use the service.

6.2 Only adults and natural and legal persons with full legal capacity may register. Registration is free.

6.3 The Customer warrants that the information provided is complete and accurate. The Customer undertakes to inform the Supplier of any changes to this data. Fields marked as mandatory must be completed in order to proceed with registration. It is particularly important to indicate a current email address that will be associated with the Customer and that the Customer consults regularly. For this, the double-opt-in process is used. Once the registration is complete, the Customer receives a link to the email address he has indicated; he then clicks on this link to complete the registration process and confirm it.

6.4 If the Customer creates a durable user account, he chooses a password during registration to be able to log in. The Customer must keep this password secret and not communicate it to anyone. If the Customer believes that other people know his password, he must change it quickly and inform the Supplier if necessary. It is the responsibility of the Customer to prevent fraudulent use of his username, password or any other login information. The Supplier assumes that when there is a connection to an account, it is indeed the Authorized Customer who connects. The Supplier does not bear any liability for the consequences of fraudulent use of connection data. Any loss or suspicion of unauthorized use of the username, password or any other problem related to the use of the online store must be immediately reported to the Supplier.

6.5 The personal data of the Customer that can be collected on the Website are as follows:

- (If applicable) Account / profile creation: the name, the first name, the date of birth, the postal address, the e-mail address, the telephone number are registered during the creation of the account / profile as well as the connection data.
- (If applicable) Connection to the Website: on this occasion, the data of connection, navigation or localization are notably recorded.
- (If applicable) Payments on the Website: in the event of a financial transaction on the Website, via the PAYPAL and STRIPE service providers, the bank details or the credit card details are registered with these service providers only.
- (If applicable) Online discussions: when the Customer communicates with other users on the Website, the data relating to these exchanges are recorded.
- (If applicable) Information coming from third parties: Certain data (in particular the last name, first name and telephone and / or postal contact details) may have been sent to the Supplier, with the prior consent of the Customer, by the Supplier's partners. In this case, the data processing will be governed by the present stipulations.
- (If necessary) Contact: When filling out the contact form, the name, the first name, the e-mail address and the message of the Customer are collected.

6.6 Cookies: Cookies are used, in the context of the use of the Website and 3, to collect certain information (in particular, the IP address, information relating to the computer used for navigation, the mode the type and version of the internet browser, the operating system and other technical identifiers or the URL of the connections, including the date and time, as well as the content accessed). The Customer has the option to disable Cookies from browser settings.

6.7 The uses of the Customer's personal data are mainly as follows:

- Access and use of the Website;
- Verification and authentication of data;
- Optimization of the layout and operation of the Website;
- Fight against fraud, misuse, viruses and other malware;
- Customer relationship management;

- (Where applicable) setting up and managing a communication space between users of the Website;
- (Where appropriate) provision of user assistance;
- (Where applicable) management of payment services;
- (Where applicable) provision of personalized content and services, based on browsing history, preferences and interests;
- (Where applicable) sending commercial information and advertising messages, depending on browsing history, preferences and interests.

6.8 When certain information is required to access specific features of the Website, this mandatory character is indicated at the time of data entry. In case of refusal by the Customer to provide mandatory information, it may be seen access to certain services, features or sections of the Website, refused.

6.9 The Customer's personal information shall be retained for as long as necessary for the duration of the supply of the goods and services, unless he exercises, under the conditions set out below, one of the rights granted to him by the legislation or that a longer shelf life is permitted or imposed under a legal or regulatory provision.

6.10 During this period, the Website sets up the organizational, software, legal, technical and physical means capable of ensuring the confidentiality and the security of the personal data, in order to prevent their damage, erasure or access by unauthorized third parties. Access to personal data is strictly limited to the Supplier's employees and agents who are authorized by reason of their duties and who are bound by confidentiality. However, the collected data may possibly be communicated to subcontractors contractually responsible for performing the tasks necessary for the proper functioning of the Website and its services as well as the proper management of the customer relationship, without the customer having need to give permission. It is specified that, in the context of the performance of their services, the subcontractors have only limited access to the personal data and have a contractual obligation to use them in accordance with the provisions of the applicable legislation concerning protection of personal data. Except as provided above, the Supplier undertakes not to sell, rent, assign or give access to third parties to the personal data without the prior written or oral consent of the Customer, unless obliged to do so by reason of legitimate motive (legal obligation, fight against fraud or abuse, exercise of the rights of the defense, etc.).

§ 7 Compensation, withholding

The Customer may only claim a right to compensation if his claims have been legally valid or if the Supplier has acknowledged them or is undisputed. The Customer can only assert his rights of retention and possible compensation if the claim concerns the same purchase contract.

§ 8 Intellectual Property

The photos, texts, illustrations, icons, documents, symbols, logos, expressions, as they appear on the Website, are the sole and exclusive property of the Supplier. The latter reserves the right to sue any offender or undue user.

§9 Validity of the GTCS and legal application

9.1 The validity of these T & Cs as well as the legal relationship between the Supplier and the Customer is exclusively governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.2 The exclusive place of jurisdiction for any proceeding is that of the Geneva courts, to the extent that no mandatory consumer forum under the Swiss Code of Civil Procedure is mentioned.

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