

Terms of Sales.

The present conditions of sale are concluded on the one hand by Capharnaüm, hereinafter referred to as "the seller", and on the other hand, by any natural or legal person, wishing to make a purchase via this site, - after the buyer. The site is owned by Capharnaüm and its manager Mélanie FLAGEY in its entirety. Any reproduction, integral or partial, is systematically subjected to the authorization of the owners. However, links of the hypertext type to the site are authorized without specific requests.

2. Products.

The majority of the products presented on this site Capharnaüm are unique, as they are old and / or used clothing and accessories. Very often, no size is indicated on the item, or it is clearly distorted by the time of the article since the sizes do not correspond to the references of the sizes of today. In these cases, an estimate of the size is given in the description of the article. Names and brands of products and manufacturers are used for identification purposes only. On some clothing, the marks are not indicated. The pictures, descriptions and prices of the products are not contractual. Every effort has been made to ensure the accuracy of the information on this site. The accessories on the silhouettes are not sold with the product described (of the type: hats, shoes, jewels ...). The articles presented on this site are valid only within the limit of available stocks and on the countries distributed by the service provider Mondial Relay and the post office. In the event of an exceptional malfunction in the inventory management and in the event of an unavailability of the products after the ordering of the "buyer", the "seller" will notify the customer by e-mail of the cancellation of its order. In the event that the "buyer's" bank account has been debited, the "seller" will initiate an immediate refund procedure. The account of the customer will be credited again via Paypal.

1. Acceptance of conditions

The customer acknowledges having taken note, at the time of the placing of order, of the particular conditions of sale stated on this screen. The click of validation of the order implies a full acceptance of the present ones. This click has the value of "digital signature". These general conditions of sale govern the contractual relations between Capharnaüm and its customer, both parties accepting them without reservation. The seller reserves the right to modify his conditions of sale at any time. In this case, the conditions applicable will be that in force at the date of the order by the buyer.

3. Ordering.

The buyer who wishes to buy a product must:

- fill in the identification form on which it will indicate all the details requested, deliveries will be made only to the addresses indicated on this site;
- validate its order after having verified it;
- make payment under the conditions set out below;
- Confirm its order and payment.

Confirmation of the order implies acceptance of the present conditions of sale, the acknowledgment of full knowledge and the waiver to avail itself of its own conditions of purchase or other conditions. All

the data provided and the recorded confirmation will be proof of the transaction. Confirmation will be worth signing and acceptance of transactions.

Capharnaüm reserves the right to cancel the order of a customer with whom there is a dispute relating to the payment of a previous order. In the event of an error in the recipient's address details, the seller can not be held responsible for the impossibility of delivering the product.

4. Delivery.

After confirmation of order, Capharnaüm undertakes to send the parcel by Mondial Relay, within a maximum of 72 hours.

In addition to deliveries outside mainland France, the customer agrees to pay all taxes due to the importation of products, customs duty, value added tax, and all other taxes due under the laws of the country Of the order. Capharnaüm disclaims any legal liability if the payment of the fees is not made by the customer.

The goods always travel at the risk of the recipient. The risks are borne by the purchaser from the moment the products have left the premises of the seller. In the event of damage during carriage, protests must be filed with the carrier within three days of delivery. With the Mondial Relay services, Capharnaüm is informed of the correct reception of the parcels. You can at any time follow the route of your package on the Colissimo and Mondial Relay websites by entering the reference of it, which will have been notified to you beforehand in an e-mail of Capernaüm after its expedition.

5. Prices.

The prices listed in the catalog are prices in euro. Capharnaüm reserves the right to modify its prices at any time, provided, however, that the price listed in the catalog on the day of the order will be the only one applicable to the buyer. The shipping costs for the men & women category are offered to the buyer, they include the shipment price (prices in force from La Poste) and packaging. For the cabbage tip category, the shipping costs are offered from a minimum basket of 35 €. For the rest of the world, different customs charges and taxes can be added to the price originally indicated on the site. These remain at the exclusive charge of the buyer.

6. Payment.

The price charged to the customer is the price indicated at the finalization of order on Capharnaüm. The price of the products is payable in cash on the day of the actual order. Payments will be made by the online payment site Paypal or by credit card.

7. Right to retract.

The right of withdrawal applies only to natural persons.

In accordance with Articles L. 120-20, the consumer has a period of seven (7) calendar days to return, at his own expense, products which do not suit him. This period runs from the day of receipt of the

consumer's order. All returns must be reported in advance using the form available on the "Satisfied or Reimbursed" page.

Only the products returned in their entirety, in their original packaging complete and intact, and in perfect condition of resale will be taken back. Any product that has been damaged, or whose original packaging has deteriorated, will not be refunded, taken back or exchanged. This right of withdrawal is exercised without penalty, except for the costs of sending and returning. In the event of the exercise of the right of withdrawal, the consumer has the choice to ask either the refund of the sums paid or the exchange of the product. In the case of an exchange, the redirection will be at the expense of the consumer.

In the event of exercise of the right of withdrawal, Capharnaüm will make every effort to reimburse the consumer within fifteen days.

11. Responsibility.

The seller, in the process of online sales, is bound only by an obligation of means; Its liability can not be incurred for damage resulting from the use of the Internet network such as loss of data, intrusion, viruses, breach of service, or other unintentional problems.

10. Intellectual property.

All elements of the site "Capharnaüm" are and remain the intellectual and exclusive property of Mélanie Flagey. No person is allowed to reproduce, exploit, rebroadcast, or use for any reason whatsoever, even partially, any elements of the site, whether software, visual or sound.

12. Archiving - Proof.

The seller will archive the invoices on a reliable and durable medium constituting a faithful copy in accordance with the provisions of Article 1348 of the Civil Code. The computerized records of the seller shall be considered by the parties as proof of communications, orders, payments and transactions between the parties.