



GENERAL SALES CONDITIONS

(1) Introduction

Please read these terms of sale and the [conditions of guarantee and repair](#) carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

(2) Interpretation

In these terms of sale, “we” means FLIPPP SAS (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer for products (and “your” will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an “invitation to treat”; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below. In order to enter into a contract to purchase products from us, you will need to take the following steps:

- add a product in your cart
- checkout and pay using offered payment method only

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records. The only languages in which we provide these terms of sale are English and French. Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing your order. You may correct those input errors before placing your order by editing your cart.

(4) The products

The products sold by us are to be checked by you to be conform for import in your country.

(5) Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated [when you pay for the product].

In addition to the price of the products, you will have to pay a delivery charge, which will be as stated [when you pay for the product].

Payment must be made [upon the submission of your order]. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

(6) Your warranties

You warrant to us that:

- you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- the information provided in your order is accurate and complete.

(7) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within 10 days of the date of our order payment's confirmation.

(8) Risk and ownership

We are not responsible for misuse of our product. Electric shock can occur. Basic knowledge of circuitry is needed.

(9) Consumers: returns policy

This Section applies to consumers, not business customers. If you are a business customer, the applicable returns policy is set out in Section [12].

Under the Distance Selling Regulations, you may cancel a distance contract to purchase a product or products from us at any time within 7 working days after the day you received the relevant products or products (subject to the limitations set out below).

In order to cancel a contract in this way, you must give to us written notice of cancellation.

[You will not have any such right insofar as a contract relates to: (i) the supply of any products which constitute audio or video recordings or computer software which have been unsealed by you; (ii) the supply of products the price of which is dependent upon fluctuations in financial markets which we cannot control; (iii) the supply of newspapers, periodicals or magazines; (iv) the supply of goods made to your specifications or clearly personalised; or (v) the supply of goods which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.]

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

(10) Consumers: statutory rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

(11) Business customers: limitation of warranties

This Section applies only to business customers, not consumers.

We warrant to business customers that the products purchased from our website will conform in all material respects to any applicable specification of such products [published on our website / issued by us].

(12) Business customers: returns policy

This Section applies to business customers, not consumers. If you are a consumer, the applicable returns policy is set out in Section.

Products may only be returned to us with our prior agreement[, at your expense,] and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

(13) Refunds

If you are not satisfied with the product, you can apply to a refund by contacting us, and requesting a refund. You will be asked to return the product by your means. Once received by us and checked for no sign of misuse, then you will be refunded (by Paypal only) of the price of the ordered product only. Shipping fees and other fees if applicable (such as Paypal fees) will not be refunded.

(14) Force majeure

In case of force majeure, we are not responsible for unexpected delay processing your order and thus, no indemnity can apply.

(15) Limitations and exclusions of liability

Under no circumstances whatsoever will FLIPPP SAS, even if advised of the possibility of such damages, be responsible or liable to you or to any other entity for any direct, compensatory, indirect, incidental, consequential (including lost profits and lost business opportunities), special, exemplary, or punitive damages that result from or relate in any manner whatsoever to your use of the web site, use of the product acquired, or reliance on any of the materials or to any errors, inaccuracies, omissions, defects, security breaches, or any other failure performed by FLIPPP SAS.

(16) Business customers: indemnity

If you are a business customer, you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(17) Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if you fail to pay, on time and in full, any amount due to us under the contract, or commit any material breach of your obligations to us under the contract.

(18) Consequences of cancellation

Upon the cancellation of a contract in accordance with Section [17]: we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;

(19) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(20) General terms

These Terms of Sale shall be governed by and construed in accordance with the laws as applicable in France, and submitted to the exclusive jurisdiction of the Courts of Grenoble (France).

(21) About us

FLIPPP SAS is a French based company, designing and selling electronic board for pinball machines.