

TERMS AND CONDITIONS

These Terms and Conditions are agreed between LC TRUFFES, a company with a capital of 8,000.00 € and headquarters in Grenoble at 412 Route de Tullins, 38210 St Quentin Sur Isère, France, registered with the Grenoble company register under number 451 002 075, hereafter referred to as "LC TRUFFES", and all corporate bodies or individuals wishing to purchase products via the LC TRUFFES website, hereafter referred to as "the Buyer".

PURPOSE

-1/ The purpose of these Terms and Conditions is to define the contractual relationship between LC TRUFFES and the Buyer and the conditions that apply to all purchases conducted via the LC TRUFFES commercial website.

2/ The acquisition of products via this website implies a full and unreserved acceptance of these Terms and Conditions. By placing an order, the Buyer is deemed to be aware of these Terms and Conditions.

3 / These Terms and Conditions take precedence over all other Terms and Conditions unless LC TRUFFES has expressly agreed otherwise.

4/ LC TRUFFES reserves the right to modify the Terms and Conditions at any time. In this event, the Terms and Conditions in use at the time the Buyer places their order will apply.

CHARACTERISTICS OF THE PRODUCTS

Prior to placing an order, the Buyer may consult the LC TRUFFES website for a summary presentation indicating the basic characteristics of the product(s) they wish to order.

All products on the site are considered available. Should they be out of stock or unavailable at the time the order is placed, the Buyer will be informed by e-mail or by telephone within no more than 24 hours (on working days).

The Buyer may then request:

The cancellation of their order

That delivery be delayed until their desired product is available once more. Regarding fresh truffles, we will inform you of the latest market rates for the truffle you have ordered prior to dispatch. You will then have an opportunity to confirm your order and indicate the quantity you wish to buy.

Photographs illustrating the products are not legally binding and are simply there as an indication of the general presentation of the products. We recommend you read the full description of the products thoroughly before confirming your order.

RATES

The sale price for products available for purchase online through the LC TRUFFES website is inclusive of taxes, in EURO and includes the French VAT applicable on the day the order is placed.

Any alteration in the rate applicable will automatically be incorporated into the price of products sold online.

LC TRUFFES reserves the right to alter prices at any time, notwithstanding the fact the price appearing in the catalogue on the day the order is placed will be the only one applicable to the Buyer. THE MARKET RATE FOR TRUFFLES IS SET EVERY MONDAY AT 2 PM.

Prices shown do not include post and packaging. This will be added to the price of products purchased.

Post and packaging costs will be indicated prior to the Buyer confirming the order.

WHERE WE DELIVER TO

The online purchase of products displayed on the website is only available for Buyers living in continental France or in certain European Union countries: Austria, Belgium, Denmark, Finland, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal Spain and the United Kingdom.

Buyers from other countries should contact us for a quote.

ORDERS

Any Buyer wishing to purchase a product must:

Correctly complete the identification form, including all data requested, or provide their client number if they already have one.

This client number and the password are the responsibility of the Buyer who has no recourse to LC TRUFFES in the case of them being used by a third party unless they can prove the fraudulent use was a direct consequence of fault for which LC TRUFFES is accountable.

Fill out the online order form, indicating the products and quantities desired.

Confirm the order having first checked the basket summary.

Proceed to checkout following normal procedure.

Confirm the order and payment.

From the moment the Buyer registers their order by clicking on the "confirm" icon, they are deemed to have knowingly and unreservedly accepted these Terms and Conditions, and the prices, volumes and quantities of products available for sale and ordered.

All data supplied and the recorded confirmation are considered proof of transaction. The confirmation carries the weight of a signature and acceptance of the operations carried out.

The vendor will send e-mail confirmation of the recorded order.

RETRACTION

All non-professional individual Buyers benefit from a retraction period of seven (7) clear days from the day on which they place their order to return the products to the vendor for a refund at no cost to the Buyer other than that of return postage.

HOWEVER, this right of retraction does not apply to contracts to supply perishable goods such as those we offer on our website.

PAYMENT CONDITIONS

The price is to be paid upon ordering. All orders are payable immediately and in euros. At no point will the sums paid be considered as a deposit or as payment on account.

In order to ensure the maximum security when paying for your purchases online via our e-shop, LC TRUFFES has chosen CYBERPLUS PAIEMENT from the BANQUE POPULAIRE, a 3D Secure-guaranteed solution. All sensitive information is encrypted and only Cyberplus Paiement is able to access it and ensure the link between your bank and our e-shop. Payments will be made online using a French bank card, Carte Bleue, Visa, Eurocard/MasterCard.

Bank transfers are also accepted.

Your order will not be dispatched until the cost of the merchandise and post and packaging has been paid in full.

LC TRUFFES reserves the right to suspend or cancel any order and/or delivery of whatever nature and at whatever stage of the proceedings in the case of the non-payment of any sums owed by the Buyer or should any problem arise with payment.

DELIVERY TIMES AND COSTS

Deliveries are made to the address indicated on the order form providing this falls within the agreed geographical zone.

Delivery times, following confirmation of your order, are as follows:

Continental France and other countries included on the list: 24 - 48 hours in work days. No deliveries on Saturdays or Bank Holidays.

For fresh truffles, the delivery delay will be established after the order has been placed. Fresh truffles are never stored. No orders may be placed on Bank Holidays.

1 / Orders placed on Mondays and Tuesdays before noon

White truffles and other truffles: dispatched on Thursday – delivery within 24 hours

Black truffles: dispatched on Thursday – delivery within 24 hours

2/ Orders placed on Tuesdays after noon and on Wednesdays between midnight and 6 pm

White truffles and other truffles: dispatched on Tuesday – delivery within 24-48 hours

3/ Orders placed on Thursdays between midnight and 6 pm

White truffles and other truffles: dispatched on Tuesday – delivery within 24-48 hours

Black truffles: dispatched on Monday – delivery within 24-48 hours

4/ Orders placed on Fridays between midnight and 6 pm

White truffles and other truffles: dispatched on Wednesday – delivery within 24 -48 hours

Black truffles: dispatched on Wednesday – delivery within 24-48 hours

5/ Orders placed on Saturdays and Sundays

White truffles and other truffles: dispatched on Wednesday or Thursday – delivery within 24 -48 hours

Black truffles: dispatched on Wednesday or Thursday – delivery within 24-48 hours

These delivery times are offered as a guide only. Should the delivery take longer, the Buyer may not seek compensation and may not cancel or withhold the order.

Post and packaging is calculated automatically when you place an order and is shown on the page indicating the price of the order, before the final confirmation.

For packages where the gross weight is 3 kilos or less

Continental France: 25 € incl taxes (except Corsica, Overseas Territories, supplement)

Austria, Belgium, Denmark, Finland, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal Spain and the United Kingdom: 70 € incl taxes

For packages exceeding 3 kilos in gross weight or for delivery to other countries, please ask us for a quote.

HOW WE DELIVERY

The transporter is chosen by LC TRUFFES at the time the order is processed.

Continental France and countries included in the list - deliveries will be carried out by UPS Express (8-18 hours) some destinations are covered by Chronopost (CORSICA, OVERSEAS TERRITORIES, and ST BARTS etc.)

The client is responsible for the information supplied concerning where the package should be delivered to such as the recipient's name and address (also entry codes, floor number, telephone etc.) such as will enable the safe delivery of the package under normal conditions and avoid any delay in or problem with the delivery.

A P.O. Box address will not be accepted. The Buyer will take receipt of the package either at their home or place of work and will sign for it. It is beholden on the Buyer to check the state and number of delivered packages in the presence of the person making the delivery.

Should any packages be missing or damaged, or in the case of any other anomaly, the Buyer will note these on the delivery bill upon taking receipt of the package. It is understood the merchandise is transported at the recipient's risk.

As such, no action for compensation may be launched against the transporter.

We insure the merchandise right through to the point of delivery.

Should the Buyer or recipient be absent at the time of delivery of an ordered product, an information note will be left, enabling them to contact the transporter in order to reschedule the delivery or to collect the package(s) directly from the transporter's office. Collections should take place within 24 working hours due to the perishable nature of the product(s).

LC TRUFFES may under no circumstances be held liable for any degradation of the products due to the late reception of a package due to the absence of the client or the person designated to receive the package.

GUARANTEE

All products supplied by the vendor are legally covered under Article 1641 and subsequent articles of the French Civil Code. LC TRUFFES guarantees the products have been subject to the necessary treatment to ensure they match the description given on the website. The client's attention is drawn, however, to the fact they alone are liable for the preservation and use of the products from the moment of delivery onwards.

All claims, requests for replacements or refunds must be submitted by the post, by sending a recorded delivery letter to the following address: LC TRUFFES, 412 Route de Tullins – 38210 Saint Quentin Sur Isère - France and this must be done within no more than eight (8) days from the date of receipt of the package.

LIABILITY

In the act of selling online, the vendor's liability is restricted to a best endeavour. The vendor may not be held liable for damage resulting from the use of the Internet such as a loss of data, intrusions, a virus, a loss of connection or other involuntary problems.

The following are also considered *force majeure*, excusing the vendor from any obligation to deliver:

No fresh truffles due to the vagaries of the weather (frost, snow etc.) war, riots, fire, strikes, accidents and the impossibility of being supplied.

INTELLECTUAL PROPERTY RIGHTS

All elements of the LC TRUFFES website are the exclusive intellectual property of LC TRUFFES.

Nobody is authorised to reproduce, exploit, republish or use any elements, be they software, visuals or audio elements, for any purpose whatsoever, in whole or in part.

All links or hypertext are strictly forbidden without the express written permission of LC TRUFFES.

PERSONAL DATA

LC TRUFFES reserves the right to collect information about Buyers including using cookies in order to process orders.

Likewise, users have the right to access, correct and remove data concerning them in accordance with the French Data Protection Act of January 6, 1978.

In accordance with Law N°78/17 of January 6, 1978 concerning computers, files and civil liberties, the websites www.lc-truffles.com /or fr and www.lctruffles.com/or fr have been registered with the CNIL.

ARCHIVING

LC TRUFFES will archive order forms and invoices on a reliable and lasting support which will be a faithful copy in accordance with Article 1348 of the Civil Code.

The computer records of LC TRUFFES will thus be considered by both parties as proof of communications, orders, payments and transactions conducted between the parties.

HANDLING DISPUTES

The Terms and Conditions for online sales are subject to French law. Should a dispute arise, it will be heard before the competent court in Grenoble, notwithstanding the plurality of defendants or a claim from a third party.