

1. General Provisions

These Terms and Conditions apply to all sales in France or export performed by our company (hereinafter "the Seller"), unless provision in a written agreement shall override the general conditions of purchasing the buyer (hereinafter "Purchaser"). The sending of an order by the Purchaser (via the website www.tenumshop.com or any other method) is the acceptance of all these Terms and Conditions, which supersede all prior offers or correspondence issued or exchanged by the parties. In the absence of written agreement, the acceptance by the Purchaser of a Product constitutes acceptance of these Terms and Conditions. The information in commercial documents provided by Seller may be changed by him at any time, without notice, to take account of the evolution of technical data or economic conditions.

2. Prices

The prices indicated on our documents and on our website agree (except for specific indications) unit. They are expressed in TTC (all taxes included) with the reminder of their net amount (excluding tax). Prices are based on existing financial and economic conditions at the time they are proposed; they are subject to change at any time (upwards or downwards) to reflect any fluctuations to the said conditions. The mentioned prices are net settled. However, discounts may be granted (according to product types and quantities purchased). Discounts may also be granted to professionals (integrators, installers ... following types of products and quantities purchased). These prices are for the products themselves and do not include any specific technical or industrial property rights or literary. Similarly, these prices do not include freight, insurance, packing and different fees (the amount is determined by the weight of products, destination of the package and the delivery method requested by the Buyer). Stated shipping costs are valid for any package weighing less than 3 kg. Beyond that weight, we reserve the right (after agreement by the Purchaser) exercising a higher tariff shipping.

3. Delivery

The delivery time of products available means 3 to about 15 days. This period may be suspended and extended in exceptional circumstances or in case of bill payment default (s) on the part of the Purchaser. To honor your order as quickly as we possibly can in some cases to replace (after agreement on your part) items not available in products with the same characteristics and the same quality.

4. Force majeure

Any force majeure has the effect of suspending the execution by Seller of its obligations until termination of said event. For the purposes of these Conditions of Sale, the force majeure is defined as any event, expected or not, the effects have been reasonably prevented by the Seller and which by its nature prevents the Seller to perform its obligations. The following events are, among others, constitute force majeure: fire, flood, shutdown or delay in the carriage, failure of a supplier or a subcontractor, strikes of any kind, failures ...

5. Transport Insurance

The Purchaser shall bear the risks of transportation of products. It is responsible for checking the goods supplied to him and, if necessary, report any damage to carriers. If the Buyer expressly requests it, the carrier may be provided by the Seller, who then charge the fee of the Purchaser.

6. Limitation of Liability

The characteristics of the products are as reflected in the latest version of technical documents of the Seller. No award of damages can be claimed, as the Seller's liability shall not be liable for any loss or damage whatsoever (integral, without limitation, damages for loss of business profits, business interruption commercial exploitation, loss of business characters information and data or any other pecuniary loss) arising from the use or misuse or use for which the products are not provided, or the inability to be able to use the products offered by the Seller. The Purchaser undertakes, when ordering remote controls and radio transmitters and / or receivers OEM radio in the form of hybrid modules and radio modem Seller to have read the conditions of use and accept the fact that the operation of the latter can be disrupted due to interference or interference, without the Seller's liability being incurred. All "radio" products (unless otherwise specified) Seller are intended for use on French territory. For orders for export, the Purchaser agrees to verify that the products ordered are consistent with the legislation in force in his country. The Seller accepts no liability for non-compliance with this condition that could give rise to any right to damages. When using the modules by the Buyer as bare electronic drivers without housing or hybrid modules and transmitters and / or OEM radio receivers (in the form of plates or hybrid modules) the Seller, it will be up to Purchaser to check that the final product implementing these respects the radio specifications and / or EMC of the country where it will be used (the Seller accepts no liability for non-compliance with this condition).

The programs can be made available for the use of products are only indicative and evaluation. TenumShop makes no warranty as to their use in another application. In general terms, the set of all products sold by the Seller are not designed nor intended nor allowed to be exploited in medical applications, nor military, nor embedded applications in vehicles (some natures as they are: cars, trucks, trains, airplanes, boats, models, etc ...), nor application in airports or detection or fire alarm applications or application on lift nor on application of nuclear sites or application in explosive or flammable environments, or application to automate the movement of mobile machinery, or applications in which a failure of these products may create a dangerous situation which may result in property damage, financial loss, injury or death of people and animals (The Seller declines any liability for breach of these conditions). In all cases, the total liability of Seller with respect to a Buyer shall not exceed the amount of the payment received by the Seller if any, nor for incidental or consequential damages resulting from loss of use, or any products sold.

7. Copyright, trade name and industrial property rights

All trademarks, product references, trade names and processes mentioned on the site www.tenumshop.com property of their respective owners and manufacturers. Photos and appliances presented on www.tenumshop.com site are given for information only and are not contractual. Similarly, extracts of notices, pinouts and diagrams of applications on the site www.tenumshop.com are given for information only (please refer to the instructions and manuals that came with the Products).

Because of the complexity of the manufacturing techniques of electronic components and industrial property rights pertaining thereto, the Seller can certify that its products do not violate industrial property rights of third parties.

8. Management of EEE

To meet the requirements of Decree No. 2005-829 of July 20, 2005 - transposing Directive 2002/96 / EC - and its implementing orders, organization and funding of the removal and processing of waste from electrical and electronic equipment sold by the seller are transferred to the Purchaser who accept them. It belongs to the successive acquirers professionals to transmit the above obligations to the end user (including amounts of eco-investments for our products, which appear on our bills). The Purchaser or Purchasers successive professionals commit (s) to inform the end user that when electrical and electronic equipment have become waste, it will conduct or treatment of electronic waste and electronic in facilities meeting the requirements of Articles 21 and 22 of Decree No. 2005-829 of 20 July 2005, and observing the provisions of Title I of Book V of the Environmental Code. The Purchaser and / or user who wants to (have) the recovery of end of life EEE may (have) recourse to the seller's service; However, all costs relating to this benefit him (them) will be charged. The Purchaser and / or the successive professional Purchasers and / or end-user guarantees (ssent) Seller against all consequences associated with non-compliance required under this article. The seller shall in no case and for any reason whatsoever be held responsible for the failure of the Purchaser and / or successive professional Purchasers and / or user from their obligations under this article.

9. Information REACH

TenumShop proactively collects data from its suppliers about the presence of substances of very high concern (SVHC) in their products. If one of our suppliers indicates the potential presence of an SVHC in concentrations above the threshold of regulation, we relay this information (in the product file present on our website) via a link " Datasheets and information REACH "allows you (by clicking it) to access the declaration of the manufacturer related to this SVHC. When a supplier has confirmed that its product does not contain SVHC above the threshold set by the regulations, we show (in the product file present on our website), the reference SVHC: No, followed by the date to which that statement was made. If new SVHCs are added to the legislation after the date on which that statement was made us, we will not be able to confirm the absence of additional SVHC before having a confirmation from our supplier. If a product contains no mention, this indicates that we expect to receive confirmation from our supplier to see if it contains any SVHC in concentrations above the threshold of regulation. This information will be updated on our website as soon as our supplier has sent us this information.

10. Warranty

All the "finished" products delivered in housing and in "working order" are guaranteed * 1 year from date of purchase (unless a higher extended warranty). * These guarantees are valid against any manufacturing defect. However, all modifications, disassembly, adding devices without prior consent in writing by us, misuse and failure to comply with the instructions for use and operating conditions (temperature limits, value of supply voltages, for use not listed in records applications, etc.) will automatically void the warranty. Likewise, the warranty does not cover damage caused by power surges, lightning, connection errors, humidity and condensation, falls and lack of care in general. In all cases, expertise of the defective equipment will be deemed made by the Manufacturer. The revision of a device may be taken under the account of the guarantee. The free updates of certain software offered by the "Seller" are not similar in any way to warranty period extensions. The frequency of availability and content functionality provided by these free upgrades are exclusively chosen in free will by their respective manufacturers and are not entitled to any rights or claims or specific constraints requested by "the Purchaser".

11. Right of withdrawal / Return Shipments

You have a cooling off period of 14 calendar days to return, at your expense, the products do not suit you. This period starts from the day of receipt of product, or the last product delivered in case of orders from several products sold and shipped by TenumShop.

This period expires, you no longer have this right of withdrawal.

When this period expires on a weekend, holiday or holiday, it is extended to the next business day.

In case of exercising the right of withdrawal, we will refund within 14 days of receipt of the return or evidence of formal shipping the product (photo before closing the package + proof of posting of the parcel notified by post or by the carrier with parcel number + proof of payment of the return shipping cost).

You will be refunded, as appropriate, by re-credit system (secure transaction) if paid by credit card, a new voucher when paying by purchase order or check in the other case.

12. Repairs

Any repair out of warranty will be preceded by a quote. In the case of equipment manufactured outside France, this estimate may be paid to cover postage (go / return) required for shipping the equipment to the manufacturer. All repairs are payable in cash (by check to the order, bank transfer or Paypal) and cannot be subject to deferred payments.

13. Payment

For orders with shipping products in France, the Purchaser can set the order in cash via an attached check, bank transfer, Paypal payment. The export rebate is also possible (consult us). We accept automatically (and regardless of the purchase amount provided it is above 15 euros TTC) purchase orders from the French authorities and schools with payment 30 days from the date of the billing. Invoicing will be made after delivery of the products ordered. Non-payment of an invoice to the Seller will, without prejudice to its other rights, to suspend any delivery whatever the terms of the corresponding command, until full payment, and to cancel any rebate he would granted to the Purchaser on said unpaid invoice. The Seller also reserves the right to require the Purchaser to pay a late fee of 1% per month after notice. The seller will apply the French tax regulations whatever the particulars indicated on the site.

14. retention of title clause

The ownership of the products remains with the Seller until paid in full, without prejudice to their delivery to the Purchaser in accordance with the provisions of the Act of 12 May 1980. In case of non-payment of goods delivered during the period time, the Seller may if it wishes to repossess them. However, the Buyer expressly agrees to stay then responsible for any damages or losses incurred after delivery.

15. Jurisdiction

Any dispute arising under a contract whatsoever with the Seller and could not be resolved otherwise, will be submitted to the Commercial Court of Toulouse (France), whatever the conditions of sale or payment previously accepted, and the guarantee in case of multiple defendants. The Purchaser accepts the jurisdiction of the Court and to appear in litigation.

16. Changing shape

The seller reserves the right to without prior warning from him, any changes to its products, technical materials and documents deemed necessary or desirable to Seller of experience.

17. Severability

The invalidity of any term or provision of these Terms and Conditions or their execution does not imply the invalidity or non-application of the other clauses, these remain fully valid and enforceable.

If the appeal is the text of the terms and conditions written in French shall prevail