

Terms and Conditions of sale – Sinergy'Com – 11 march 2013

Distance selling conditions for edition products

1. Concerned books and purchasers

The present conditions govern distance or online orders for Edition Products, of any form, between Sinergy'Com and a Customer acting for professional use (legal entity or natural person), excluding purchase to reselling (it is essential that dealers or distributors have beforehand contracted an agreement with Sinergy'Com to benefit of the present web site facilities). Without a written and signed agreement between Sinergy'Com and its Customer, the present Terms and Conditions form the only agreement between the Parties relatively to the concerned order, and prevails over any other document.

2. Make up, validity and evidence of the order

Sinergy'Com reserves the right to refuse to accept any Order from a Customer in the case of this Order would have been preceded by an unpaid Order within the required deadline and not sorted out. Any Order is reputed as made up at the time of receipt by Sinergy'Com. Sinergy'Com and its Customer acknowledge that electronic records of their messages are considered as literal evidence. The validation of the Order by the Customer fully includes the acceptance of the present Terms and Conditions without reservation. The nullity of any clause of the present Terms and Conditions do not impact the validity of the Order.

3. Price

Prices indicated in Sinergy'Com catalogue or web site include applicable taxes, but exclude shipping cost for physical products. Every postal delivery is charged in addition. Any change of taxes will be immediately passed on to the current Order. Prices are subjected to exchange rate variations depending on the country of the Customer; they may change without prior notification.

4. Invoicing

The invoice details the provided articles, prices and possible postal delivery cost. For postal delivery, a copy of the invoice is attached to the package; opening the package that includes the invoice and ordered articles, is considered as acceptance of the delivery and of the invoice content. In the case of distinct delivery and invoicing addresses, the original invoice is sent to the invoicing address, and a duplicate is attached to the delivery.

5. Payment

Except payment by credit card and Paypal service, payment is due by 30 days. No discount is granted for payment in advance. In case of delay for payment after the required deadline, a 40 € lump sum penalty for late payment is due. In addition, a penalty equal to three times the statutory rate of interest of the year is due. Subject to particular online selling conditions, payment can be done by bank transfer. In the case of Order by a natural person, Sinergy'Com may require the payment of the agreed price before sending the articles. Without the indication of an internal purchase order number, the Customer cannot refuse the invoiced payment, if such a number is not copied on the invoice.

6. Delivery time and availability of articles

When payment is received, Sinergy'Com makes available the articles ordered by the Customer for download or postal mailing. In case of temporary unavailability of an article, Sinergy'Com mentions this fact on the web site.

7. Intellectual property

The articles delivered to the Customer are protected with the Intellectual Property law. Therefore, no part of these articles may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, scanning, or otherwise, without prior written permission of the publisher Sinergy'Com. Any reproduction, distribution or communication is a counterfeit and liable to related prosecution.

8. Guarantee / Responsibility

Sinergy'Com does not guarantee, neither expressly nor implicitly, the relevance and accuracy of information and data contained in purchased articles, for a particular use, or their adaptation to a specific function, despite the exercised utmost care.

8.1. Sinergy'Com cannot be held responsible, towards the Customer, for any application or incorrect application of the content of purchased articles.

8.2. Sinergy'Com cannot be held responsible, towards the Customer, for any lack of understanding or for error of interpretation of the content of purchased articles.

9. Applicable law and jurisdictional competence

The Order and all ensuing actions are governed by French law. Any controversy or claim arising out of or relating to the Order will be processed by the Toulouse Court, France, even in case of defendants' plurality, or summary proceedings.

10. Particular conditions applicable to online selling

In case of online order, the conditions above apply, subject to the following additions or particular conditions that prevail:

10.1. Utilization conditions of downloaded articles

The paying downloaded articles are subject to Sinergy'Com copyrights; therefore they cannot be reproduced, transferred or resold by any means. The provided copy of the articles is fully protected with national and international copyright. The electronic files are provided under licence and cannot be installed onto any network. The Customer commits itself to not damage, modify or delete the identification, authorization or protection data as well as watermarks written on the delivered articles. The Customer accepts that Sinergy'Com or its representatives may proceed to verification of the respect of licence conditions in its premises during the working hours. For more information concerning these conditions, in particular for a network licence, please contact the executive management by email at contact@sinergycom.net.

10.2. Watermark

As a publisher, Sinergy'Com protects the digital articles (ebooks) with a watermark containing the company's name and/or the purchaser's name, and the date of purchase. This watermark guarantees the identification of the Customer and the authorization of the licence utilization. The Customer commits itself to not delete this watermark.

10.3. Payment

10.3.1. Credit card – When the credit card payment is selected by the Customer, the payment is processed through Paypal services, with or without a Paypal account. Confidentiality of bank information provided by the Customer is ensured by the Paypal secured web site.

10.3.2. Bank transfer – When the bank transfer payment is selected by the Customer, the Customer provides required information on the Sinergy'Com web site. Sinergy'Com checks the bank transfer receipt, and then makes available the ordered articles for download through a link provided by email.

10.4. Returns policy

The prices of online purchased digital articles (ebooks) are definite prices; the articles cannot be returned, exchanged or reimbursed, even in case of unexpected destroying by the Customer or the user.

10.5. Online service responsibility

The Customer acknowledges characteristics and limits of the Internet, in particular about information and data transmission through networks, and about integrity of data. In these conditions, Sinergy'Com cannot be held responsible of technical troubles that are independent from its services. Sinergy'Com commits itself to bring the necessary and reasonable means for achieving its obligations related to the present Terms and Conditions. In the case of Sinergy'Com responsibility, this one will be limited to the amount of the concerned purchase.