

Terms and Conditions

Article 1 – General provisions

1. RD-BIJOUX is a distance selling system from the website <http://rd-bijoux.com/> (hereinafter the “Site”). It is managed by SARL ROI DORE (hereinafter “RD-BIJOUX”) with a capital of 2 000,00 Euros, based at 6, rue Sainte Anastase – 75003 Paris, registered in the Paris Trade and Companies Registrar under number 520 845 512 (VAT number: FR 20 520845512).
2. The purpose of these General Conditions of Sale (hereinafter “General Conditions of Sale or GCS”) is, on the one hand, to inform any potential User (hereinafter the “User”) of the terms and conditions of sale and delivery of products (hereinafter the “Products”) ordered through the website, and on the other hand, to define the rights and obligations of the parties in connection with the use of the website and the sale of products through it to the Buyer (hereinafter the “Buyer(s)”). They apply, without limitations nor reserve, to all orders placed by the distance selling scheme from the website, deliverable in Metropolitan France, DOM TOM and, subject to eligibility, abroad.
3. For the purposes of this General Conditions of Sale, the Buyer and RD-BIJOUX are individually or collectively referred as a “Party” and “Parties”.
4. RD-BIJOUX reserves the right to modify at any time these “General Conditions of Sale” and the Site. RD-BIJOUX undertakes to inform the Users of the GCS within a maximum of 7 working days from the moment the modifications have taken place. However, the GCS applicable to the order placed by the Buyer on the Site are those accepted by the Buyer at the time of the order, unless a change to these GCS is required by an Administrative or Governmental authority (in this case, this modification may also apply to previous orders that the Buyer has made).
5. If any of the provisions of the GCS are deemed illegal or unenforceable by a court decision, the other remaining provisions will remain in effect.

Article 2 – Conditions of the registration and use of the Website

1. Only persons legally capable and holding a User Account (hereinafter the “Account”), which require prior registration, may buy on RD-BIJOUX
2. Registration on RD-BIJOUX is free. Only registered Users may make an offer to purchase, order a Product(s) and conclude an online deal. Registration on RD-BIJOUX may only be carried out if all the conditions listed below are met:
 1. The User must provide RD-BIJOUX with the information and data required in the Registration Form. The User undertakes to provide the up-to-date, complete and accurate information and to keep it up-to-date. Any change of these data must therefore be relayed to RD-BIJOUX via the User Account, especially in the case of a change of postal or email address. Failing this, the User will bear the consequences.
 2. After completing the registration formalities, the User obtains an Account for which he has chosen a login (his email address) and a password. The User may at any time access his Account by entering in an appropriate tab his/her login and password. The login and password are strictly personal and confidential. The User undertakes to not communicate these data to third parties, except to prove a fraudulent use that is not attributable to him/her. The User agrees to disclose any use by a third party of his/her login and/or password as soon as he/she becomes aware of it. In the contrary case, the User is solely responsible for the deal(s) concluded by a person using his/her login and password, and he/she alone will bear the consequences.

3. The User agrees to create and use a single Account, only the one initially created for him. The User accepts that RD-BIJOUX retains all records, documents and information concerning his/her activity on the Website.
4. The registration on the Website implies full acceptance of the present GCS of which the User declares to have full knowledge at the time of registering his/her Account.
3. RD-BIJOUX reserves the right to suspend or delete the Account of any User in contention with RD-BIJOUX or who does not provide the necessary proof of solvency.

Article 3 – Buying on the Website

1. When placing an order, the Buyer declares to have full legal capacity as defined in the articles 1123 and following of the French Civil Code, enabling him to enter a deal, considered as concluded once the User clicks on the key to confirm his/her order, after having visualized its details, and in particular its total price and after having had the possibility to correct any potential errors.
2. Placing an order implies full acceptance of these GCS, of which the Buyer declares to have full knowledge when registering his/her User Account.
3. RD-BIJOUX reserves the right to refuse any order from a Buyer in contention with RD-BIJOUX or who does not provide the necessary proof of solvency.

A. Selling price

1. RD-BIJOUX reserves the right to modify the price of the Product at any moment, upwards or downwards.
2. The purchase price of the Product is the price shown on the Website when the Buyer clicks on the button to confirm the order.
3. The price of each Product indicated on the Website is expressed in euros, all taxes included. Other fees, such as delivery or handling fees (insurance, packing, shipping, etc.), and/or processing fees (expert's certificate and/or guarantee, etc.) may be potentially added to this price.
 1. The delivery costs (including insurance, packaging, and any other necessary fees) depend on the delivery mode chosen by the Buyer from the available options. They are added to the purchase price at the stage 2 of the purchasing process.
 2. If the delivery is to be made to a country outside the European Union (except the French overseas territories), the price invoiced is the price without taxes. If customs duties, local taxes or import duties are applicable, they are the Buyer's sole responsibility, both in terms of declaration and payment to the competent authorities and bodies. The Buyer is the sole responsible for obtaining information from the competent authorities.
 3. If the delivery costs are mentioned "on quotation" on the Site, the Buyer may at any time request the estimate of the delivery costs, which he will receive by email within 72 hours of the confirmation of reception of his/her request.
 4. If the handling fees are applicable, they are included in the price of the Product and are not negotiable.

B. Purchase Terms

1. The Buyer has a possibility to acquire the Product, depending on the options offered on the Site, through an immediate purchase.
2. In the event of abuse, RD-BIJOUX reserves the right to continue the execution of the sale and to ban or cancel the Buyer's Account for any period of time considered the most appropriate.

3. Reservation of Performance for Undeliverable Goods. If the goods ordered cannot be delivered within 30 days following the day after your order, RD-BIJOUX may withdraw from the contract, even if RD-BIJOUX previously confirmed that RD-BIJOUX was entering into it. If RD-BIJOUX withdraws, Buyer will be informed that the goods are not available and will be reimbursed immediately for the consideration Buyer has already provided.

C. Payment

1. All payment must be received in full within 7 days of the sale's registration. RD-BIJOUX reserves the right to cancel the sale and to resell the Product if the payment is not received in full within 7 days of the sale's registration.
2. The payment is to be made immediately.
3. The Buyer may choose from the following payment methods:
 1. Online by credit card (except in the case when this payment method is not proposed), only if the Buyer guarantees that he/she is fully authorized to use the card and that it gives access to sufficient funds to cover all costs resulting from the use of the services offered by RD-BIJOUX.
 2. By bank transfer, except in the case when this payment method is not proposed.
 3. By personal check, issued by a French bank (valid identification document may then be requested), except in the case when this payment method is not proposed.
 4. In cash, in accordance with the French regulations in force, and exclusively at the RD-BIJOUX headquarter by appointment, except in the case where this payment method is not proposed.
 5. Via PayPal, except in the case where this payment method is not proposed.
4. The data recorded by RD-BIJOUX during the sale constitute the proof of the entirety of transactions made by the Buyer on the Website.

D. Delivery and collection of Product(s)

1. RD-BIJOUX proposes the Buyer several methods of delivery and/or collection of the Products.
2. The terms of delivery and/or collection may vary depending on the Product.
3. The Buyer has the possibility to:
 1. Collect the purchased Product by appointment at the RD-BIJOUX's headquarter at 6, rue Sainte Anastase – Paris 75003.
 2. Take a delivery option (delivery fees are the sole responsibility of the Buyer). Buyer pays these fees online while purchasing the Product. For deliveries and services outside the France, the provisions of the General Tax Code on VAT will apply. In the event of export outside the European Union, the Buyer is the sole responsible for paying customs duties.
4. No Product will be released to the Buyer until the full amount due is paid and the sales summary is approved.
5. RD-BIJOUX will inform the Buyer systematically by email that the amount due has been fully paid and that the conditions for collecting the purchased Product or taking the delivery option have been fulfilled.

E. Right of withdrawal and Returns

1. Under the legislation on the distance sale of goods and supplying services, and in particular under the Article L.121-20 of the Consumer Code, the Buyer-Consumer have 14 days from the moment of receiving the Product to retract without having to justify reasons or to pay penalties, with the exception, if necessary, of the costs of return.

2. If the Buyer chooses to retract, he/she will be reimbursed as soon as possible and at the latest within 30 days following the date of RD-BIJOUX receiving the Product. This reimbursement is made by bank transfer, unless the Buyer expresses a different wish and the agreement is given by RD-BIJOUX.
3. The Buyer wishing to withdraw within a legal period (14 days after the day he/she, or a third party– other than the carrier and designated by the Buyer – receives and physically takes possession of the Product), must notify RD-BIJOUX of his/her decision to withdraw from the Contract by means of an unambiguous statement, including the Customer number, order number, name, first name and address, as well as the information on purchased Product and the date of receiving the order:
 1. By letter sent by post to the following address: SARL Roi Doré 6, rue Sainte Anastase, 75003 Paris,
 2. By e-mail sent to: shop@rd-bijoux.com.
4. No refund will be given to the Buyer after the legal period of the right of withdrawal.
5. RD-BIJOUX declines any responsibility for a parcel returned by the Buyer without parcel tracking option.
6. No refund will be given if the Product is not returned to RD-BIJOUX in its entirety, in its condition at the time of the sale on the Site and packed in its original packing.

F. Complaints

1. Cases giving right to lodge a complaint:
 1. If the Buyer finds undesired defects (e.g., a crack), or any kind of deficiency in a Product that has not been mentioned in its description on the Website. If this crack or other deficiency is not post-purchase, the Buyer has 48 hours to make a complaint by contacting RD-BIJOUX (via the form of contact available on the Website, by telephone or by email sent to: shop@rd-bijoux.com).
2. Once RD-BIJOUX has reviewed and accepted the complaint in writing, the Buyer has 14 days to return the Product. In this case, RD-BIJOUX takes responsibility for the return costs based on the public rate Colissimo of La Poste, and on presentation of the proof of shipping. RD-BIJOUX reimburses the Buyer within 30 days of receiving the Product. This reimbursement is made by bank transfer, unless the Buyer expresses a different wish and agreement is given by RD-BIJOUX.
3. RD-BIJOUX declines any responsibility for a parcel returned by the Buyer without follow-up. If the Product is not returned to RD-BIJOUX in its entirety, in its condition at the time of the sale on the Site and packaged in its original packaging, then no refund will be given to the Buyer.
4. No other refund may be demanded by the Buyer except in the cases mentioned above.

Article 4 - Liability

1. RD-BIJOUX is only liable to the Buyer for damage caused intentionally or by gross negligence.
2. This limitation of liability applies to all claims for damages, regardless of the legal basis, to include unauthorized actions; they do not apply to any liability that may apply under the Product Liability Act, some other warranted characteristic or injury to life or limb.
3. Exemption from or limitation on liability for damages under the previous paragraphs also applies to any claims that may exist against employees or agents RD-BIJOUX.