

[Download our T&C](#)

You are informed these conditions may be modified at any time. These modifications are published by their posting on line and are deemed accepted without reservation by any visitor who navigates on the Website. These new terms and conditions of sale will only apply to orders placed after they are posted online.

Preamble

These terms and conditions of sale (hereinafter referred to as « T&C ») apply exclusively to online purchases made by a consumer (hereinafter referred to as the « Customer ») on the Site under the regulations applicable to distance selling. The use of the distance selling process described in the T&C is reserved for consumers only. The products are therefore not intended to be resold after.

Article 1. Identification of the Seller

These T&C are those of DIGITAL HOME, a French simplified joint-stock company with share capital of € 400,000, whose head office at 10 rue de la Pépinière – 75008 Paris – France, entered on the Trade and Companies Register of Paris under the number 431 773 415, VAT number FR08 431 773 415 (hereinafter referred to as the « Seller »), acting under delegation of management by the company TEXTILE DE MAISON, a French joint-stock company with share capital of € 500,274.32, whose head office at 10 rue de la Pépinière – 75008 Paris – France, entered on the Trade and Companies Register of Paris under the number 380 341 032.

You can contact us:

- By phone on 0800 805 205 (free service & free call) from Monday to Friday from 8 am to 6 pm, except for public holidays,
- By email to clients@olivierdesforges.fr Click [here](#)
- By mail to DIGITAL HOME SAS – Customer Service - 28 rue de la Tannerie BP 90009 – 59481 HAUBOURDIN Cedex – France.
- By chat on the Site.

Article 2. Products on sale

2.1 The Site offers for sale articles of household linen, decorative accessories and nightwear marketed under the brand Olivier Desforges (hereinafter referred to as the « Products »).

2.2 The Products offered for sale are those listed on the Site, on day of the consultation of the Site by the Customer and within the limit of available stocks.

Special offers are valid only within the double limit of the validity of the offer concerned and the available stocks.

Any order implies acceptance of the prices and description of the Products available for sale.

2.3 The Products are described and presented with the utmost accuracy. If, despite all our precautions, minimal errors occur, we could not be involved on this regard.

We suggest you read the description of the Products carefully.

Any dispute on this point will occur in the context of a possible exchange and the guarantees mentioned in Article 9 (the cost of return will be borne by the Seller).

Article 3. Price

We may change the prices listed on our Site at any time without notice. However, the modified price will only be applied to new orders, with the exception of orders already placed.

The prices are expressed in Euros all taxes included, excluding delivery charges, for any order delivered in France. They take into account the French VAT, country of departure of the Products and possible reductions applicable on the day of the order.

If one or more taxes or contributions, including environmental, were be created or modified, upward or downward, this change may be reflected in the selling price of the Products on the Site and on the various sales media, where appropriate.

Any order delivered outside France may be subject to any taxes and customs fees charged to the Customer. These taxes and fees will be mentioned on the order form before final validation of the order. The Sites does not allow tax refund.

We do not issue paper invoice, only an electronic invoice will be available in the « My account ». You will be able to keep a version by computer registration and/or by printing. On request, the invoice can be send to you by email.

We pay the utmost attention to the accuracy of prices on the Site. However, in the event of an error on our part, we reserve the right not to supply Products whose price would be clearly erroneous.

Article 4. Order

4.1 Any order is placed by the Customer for his personal use, to the exclusion of any use in the context of a professional activity.

4.2 You can order as follows:

4.2.1. Orders through our Site

During your first order, we will ask you to create an account and fill out a form specifying certain mandatory fields so that we can take into account your selection. In case of prolonged inactivity during the connection, it is possible that your selection of selected Products before this inactivity is no longer guaranteed. Then you will be invited to resume your selection of Products.

For any future order, you will be asked to identify yourself with your email address followed by your password.

All the necessary steps for the order are specified on our Site.

Before any final order, you will be able to check the details of your order and its total price, and correct any errors, before confirming it.

For any order you make on the Site, a confirmation email will be sent to you within 24 hours indicating the number of your order, the details of the Products ordered and a link to these T&C.

In case of unavailability of a Product ordered, you will be informed by email. The cancellation of the order of this Product will be made.

4.2.2. Telephone orders

In the event you can not order on our Site, you can place an order by phone.

Orders will be received by our Customer Service on 0800 805 205 (free service & free call) from Monday to Friday from 8 am to 6 pm, excepted public holidays.

All the provisions of the T&C are applicable to the sale by phone.

4.3. Limitations

Orders placed on the Site are firm and final for the Customer as soon as the order is validated ("double-click" procedure) or the receipt of any document mentioning an order. Due to the multiplication of fraud, the IP address of the Customer is recorded for any order and a systematic control of orders is made by the Seller who may be required to refuse and cancel an order for a legitimate reason (Customer's contact not verifiable, unusual ordered quantities, etc.) without having to justify. In addition, the Seller reserves the right to refuse and cancel any order from a Customer with whom there is a dispute over the payment of a previous order. In this case, the payment of the order will not be effective and the amount will not be debited from the Customer's account. Finally, the Seller reserves the right to refuse and cancel any order for which a malfunction of the computer system would have resulted in a flagrant and obvious error invoicing the Products (abnormally low price, erroneous automated calculations, erroneous quantities ... etc.). In this case, the order will be canceled and the amount of the order will not be debited from the Customer's account or will be reimbursed within 48 hours maximum.

Article 5. Payment

5.1 For any order placed by our Site, the Products, services and participation in shipping costs are payable with the order.

5.2. You can pay for your purchases:

- by credit card (Carte bleue, Visa or Eurocard/Mastercard, American Express)
- via your PayPal account
- wire transfer
- by check or postal check

Cash, postage stamps and money orders are not accepted.

Credit card: we accept the "CB", Visa, Eurocard/Mastercard and Amex cards issued on bank accounts domiciled in one of the delivery countries mentioned in the Article « Deliveries ».

Your bank account will be charged at the time of confirmation of your order.

In the case of deferred or depreciated Products, debit will only be made for the amount of Products actually billed and delivered ; the debit of the amount of the order cant then be carried out in several times according to the different dates of delivery of your Products.

You warrant that you are the holder of the bank card to be debited and that the name on it is yours.

To ensure payment security, we use a provider's secure payment service: be2bill - rentabiliweb. This service integrates the SSL3.0 security standard. (Confidential data is encrypted on the server and is never stored on the Seller's computer server). Be2bill thus ensures the greatest security of data concerning the means of payment of our Customers. Your payment request is routed in real time to the secure e-payment manager who performs the various checks to prevent abuse and fraud. When confirming your order, you must indicate your credit card number, its expiry date and its cryptogram. The details of the credit card will then be kept in encrypted form until the actual payment of the order, through our payment provider Be2bill and until the expiry of the period of your right of return, in order to be able to reimburse you by crediting your account. The data relating to the bank cards communicated during your orders are used by Be2bill only for the purpose of carrying out the transaction. Similarly, in the case of an option for deferred payment or postponement, your bank details will be kept in the same way by Be2bill until the scheduled payment date.

In addition, you can choose to save / store your credit card information so you do not have to re-enter it with each order. Your credit card number appears in its entirety when entering but only the last five (5) digits will be visible in your Customer account for Visa, Eurocard and Mastercard cards and (the first four (4) and two (2) latest figures for American Express), the others are hidden for security reasons. In accordance with the law of March 13, 2000 on the electronic signature, the online transmission of your card number and the final validation of your order are proof of the completeness of the order and the exigibility of sums due in payment of this request .

In the case of a fraudulent use of your card, you are invited to contact immediately after the observation of this use, the Customer Relationship Service.

PayPal: This is a simple and secure way of payment. World leader in online payment methods, PayPal, an eBay group company, allows any natural or legal person to send and receive payments over the Internet in a simple, fast and secure way. With PayPal your financial information is never communicated to DIGITAL HOME or TEXTILE DE MAISON. PayPal encrypts and protects your card number once and for all. Pay online by simply indicating your email address and password.

Wire transfer : During the ordering process, you will be given our bank account statement. It will be necessary to specify the number of your order in the title of the transfer. This order number will be indicated in the order confirmation email that you will receive after validating your order. It is specified that the order paid by bank transfer will be prepared and shipped upon receipt of the bank transfer.

Check : The Customer can also pay for his purchases by bank or postal check. Only checks denominated in euros, payable to DIGITAL HOME, and payable in France are accepted.

The purchase order and the check must be sent within 72 hours to: DIGITAL HOME SAS - 28 rue de la Tannerie BP 90009 - 59481 HAUBOURDIN Cedex, France.

Orders paid by check are processed after receipt and cashing of the Customer's check, depending on available stocks. Allow 10 working days between receipt and cashing of the check.

5.3 We do not issue paper invoice, only an electronic invoice will be available in the « My account ». You will be able to keep a version by computer registration and/or by printing. On request, the invoice can be send to you by email.

5.4 In case of online payment and after validation of the payment by the bank, the order is deemed accepted by the Seller. The Seller will then confirm the acceptance of the order to the Customer by email. This confirmation will be worth proof and validation of the transaction in case of dispute.

Article 6. Deliveries

Your Products will be delivered to the address you indicated when placing your order. Except in the special case or unavailability of one or more Products, the Products of the same order will be delivered at one time.

Some of our Products may be available in excess of 4 business days. In this case, the availability period corresponding to the Product(s) concerned is indicated on the Site. You have the option to order them, however they will be delivered to you only within the time indicated on the Site at the time of your order.

If, during delivery, the external appearance of the package is not perfect, we invite you to open it in the presence of the carrier or the staff of the shop Olivier Desforges to check the condition of the delivered Products. In case of damage to the Products, please detail them precisely on the delivery note.

6.1 Home delivery

We deliver the Products only in the following countries: Metropolitan France, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco , Netherlands, Poland, Czech Republic, Romania, Slovakia, Slovenia, Sweden, United Kingdom.

It is understood that no delivery can be made in hotels or PO boxes.

The delivery will take place at the address indicated during the order, after the payment of the amount of the order has been recorded.

Delivery charges and deadlines for Metropolitan France, Corsica and Monaco:

Your order will be delivered **free of charge** within a period of **2 to 4 working days** by **Chronopost**, it being understood that a working day corresponds to every day of the week except Saturdays, Sundays and public holidays.

The costs and delivery times for any delivery in the other countries listed above:

The amount of shipping costs varies depending on the total amount of your order (excluding shipping costs):

- Order with an amount up to and including € 172: €12
- Order over € 172: 7% of the order amount

6.2 Delivery in Shop Olivier Desforbes

You can have your order delivered **free of charge** on our Site in one of our Olivier Desforbes stores offering this service, within **2 - 3 working days**.

During the ordering process, you will be shown the Olivier Desforbes stores eligible for this service.

3. The Seller undertakes to deliver the ordered Products no later than 30 days from the date of confirmation of the order.

In case of unavailability of the Products, the Seller agrees to inform the Customer by email within 8 days of sending the order confirmation and to indicate a waiting period for the delivery of this Product. In the event that this period is not suitable for the Customer, he can either cancel his order or modify it by contacting our Customer Service.

Article 7. Transfer of risks

Pursuant to Article L216-4 of the Consumer Code, the transfer of risk will occur upon delivery, that is to say at the moment when the Customer or any third party designated by him, other than the carrier designated by the Seller, will physically take possession of the Products.

If the Customer chooses to use another carrier than the one proposed by the Seller, the transfer of risk will occur upon delivery of the Products to the carrier and this, pursuant to Article L216-5 of the Consumer Code.

Article 8. Right to retract

All Products ordered may be subject to a refund except those excluded by law (Article L221-28 of the Consumer Code), such as Products that have been customized on your request, Products have been unsealed or can not be returned for hygiene reasons.

The returned Product must be intact in its original packaging and must not have been worn, washed and / or entrusted to a cleaning service, retouched or damaged.

For hygiene reasons, duvets and pillows will not be returned for exchange or refund.

Candles and atmosphere spray are not included, neither for an exchange nor for a refund.

Except for a possible defect, it will then be necessary for the Product to go through our Quality department to find out or not the defect.

Only the Customer can exercise this right of withdrawal. This right can not be exercised by the recipient of the order.

You have a period of 14 days from the receipt of the last parcel of your order to notify us of your wish of withdrawal by returning to us by free mail or by email (clients@olivierdesforges.fr) [the withdrawal form attached](#).

When the period of 14 days expires on a Saturday, Sunday or a public holiday, it is extended until the next working day.

You will receive by email an acknowledgment of receipt of your withdrawal.

You have an additional 14 days from sending the return notification to return the Product concerned, provided that the return costs are borne by the Customer.

Before returning any order, you must first contact the Customer Relations Department to issue you a return number to indicate on the return package.

You must return the Product in its original packaging, complete (accessories, instructions, label, ...) and accompanied by the return form carefully filled to the following address:

TEXTILE DE MAISON SASU

28 rue de la Tannerie

BP 90009

59481 HAUBOURDIN Cedex

France

In order to provide proof of this return, we advise you to return the Product by registered mail, or by any other means giving a certain date to your shipment.

We then undertake to reimburse you, subject to compliance with the terms and conditions mentioned above, the sums as soon as possible and no later than 14 days after receipt of the proof of sending the parcel to our attention. or the receipt of the parcel by us (the date chosen being that of the first of these facts).

We will make the refund with the same means of payment as chosen by the Customer to pay for the order, unless otherwise agreed by the Customer allowing us a refund using another means of payment.

Article 9. Guarantees

The Products for sale on the Site are subject to the legal guarantee of conformity under the conditions set out in articles L217-4 and following of the Consumer Code and to the warranty against hidden defects under the conditions provided for in articles 1641 and following of the French Civil Code, allowing the Customer to return the defective or non-compliant Products delivered.

Legal guarantee of conformity: When you act as a legal guarantee of conformity, you:

- Benefit from a period of two years from the delivery of the Product to act;
- Can choose between the repair or replacement of the Product, subject to the cost conditions provided for in Article L217-9 of the Consumer Code;
- Are exempted from providing proof of non-compliance of the Product during the 24 months following the delivery of the Product beyond.

The legal guarantee of conformity applies regardless of the commercial guarantee that may be granted.

Warranty against hidden defects: You can decide to implement the warranty against hidden defects in the thing sold within the meaning of Article 1641 of the Civil Code. In this case, you have the choice either to return the thing and to have the price returned to you or to keep the thing and have a part of the price returned to you, in accordance with article 1644 of the Civil Code.

Legal guarantee of conformity :

Article L217-4 Consumer Code:

The seller is required to deliver a product which conforms the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility..

Article L217-5 Consumer Code:

To conform to the contract, the product must:

1° be suitable for the purpose usually associated with such a product and, if applicable:

- *Correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model;*
- *Have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling;*

2° or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.

Article L217-12 Consumer Code:

Action resulting from lack of conformity lapses 2 years after delivery of the product.

Warranty against hidden defects:

Article 1641 Civil Code :

The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

Article 1648 1st al. Civil Code:

An action resulting from redhibitory defects must be brought by the buyer within 2 years from the discovery of the vice.

Article 10. Liability

The performance by the Seller of its obligations under these T&C will be suspended in the event of a fortuitous event or force majeure that interferes with or delays its execution.

The Site complies with French law, and under no circumstances does the Seller give any guarantee of compliance with the local law applicable to you, as long as you access the Site from other countries.

Article 11. Complaints - Information

For any information, complaints or question relating to the T&C or to the Products themselves, you can contact the Customer Service, recalling if necessary your order number:

Digital Home

Service Relations Clientèle Olivier Desforges

29 rue de la Tannerie

BP 90009

59481 HAUBOURDIN Cedex - France

Phone number: 0800 805 205 (free service & free call) from Monday to Friday from 8 am to 6 pm, except public holiday.

Article 12. Litigation

12.1 Mediation

Pour For any claim relating to your order, please contact us:

- By telephone : 0800 805 205 (free service & free call) from Monday to Friday from 8 am to 6

pm, except public holiday,

- By email : clients@olivierdesforges.fr

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, DIGITAL HOME adheres to the Consumer Mediation Service of the CMAP (Centre de Médiation et d'Arbitrage de Paris) whose coordinates are as follows: 39, avenue F.D. Roosevelt 75008 Paris France – <http://www.cmap.fr>. After the Customer has made a prior written request to DIGITAL HOME, the Mediation Service may be contacted for any consumer dispute that has not been resolved. To find out how to contact a CMAP mediator, click [here](#).

You can also submit your complaint on the Online Dispute Resolution platform of the European Commission at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

The European Commission will transfer your complaint to the national mediator.

You can use the Consumer Mediation Service for consumer disputes related to a purchase made as well on our Site as in the shop.

12.2 Applicable law and Jurisdiction

Our T&C are governed and subject to French law. Under no circumstances does the Seller guarantee that the Site complies with local legislation that would be applicable to any Customer as soon as he or she accesses it from other countries.

In the absence of an amicable solution between the Seller and the Customer, any legal action will be brought before the competent courts of the place of residence of the defendant.

Article 13. Integrality

In the event that one of the clauses of the T&C would be null and void by a change of legislation, regulation or by a court decision, this can not in any way affect the validity and the respect of the present T&C.

Article 14. Personal Data

When ordering, the personal data will be subject to computer processing.

You are invited to refer to the tab "[Personal Data & Cookies](#)" of the Site to obtain all the information related to this point.

Article 15. Intellectual Property

All elements of the Site, whether visual or audio, including the underlying technology, are protected by copyright, trademarks or patents. Similarly, the Olivier Desforges brand, as well as all figurative marks or not and more generally all other brands, illustrations, images and logos on the Site, the Products, their accessories or their packaging, whether registered or not, are and will remain the exclusive property of the company TEXTILE DE MAISON whose company DIGITAL HOME is a

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