

# Terms and Conditions

Updated *June 24, 2026*

## **1 Object**

## **2 Legal notice**

## **3 Trade area**

## **4 Official language of the contract**

## **5 Products**

## **6 Rates**

## **7 Payment Terms**

## **8 Shipping**

## **9 Return & Exchange Policy**

## **10 Personal data**

## **11 Intellectual Property**

## **12 Liability**

## **13 Severability**

## **14 Non-waiver**

## **15 Governing Law and Dispute Resolution**

## **16 Contact**

## **1 Object**

These General Terms and Conditions of Sale apply to any order placed on the AAlphaLLyrae.be website, and therefore govern in this context the relations between the sole proprietorship Le Masson Frédéric EI, 26 avenue de la plage, 40530 Labenne, France, registered with the Dax Trade and Companies Register under number 337 760 698, and any customer who has made use of this commercial service.

These Terms and Conditions of Sale and the [Privacy Policy](#) form a contractual whole, the second document complementing the first, and your acceptance of both is essential for the concretization of our relationship.

The customer also acknowledges that he or she has the legal capacity to be able to place an order, and is therefore neither a minor nor placed under curatorship or guardianship.

It is also usefully specified that this commercial service is intended exclusively for individuals, and can only be used for personal purposes.

The acquisition of a product through this site implies an unreserved acceptance by the customer of these General Terms and Conditions of Sale and the Privacy Policy, which the aforementioned customer acknowledges having read prior to placing his order.

The purpose of these General Terms and Conditions of Sale is therefore to inform the customer of his rights and obligations in the context of the purchase of products on the AAlphaLLyrae.be site, as well as the terms and conditions of the sale of the products presented, their payment via the AAlphaLLyrae.be site, their delivery, as well as the follow-up of the transaction until the end of the legal warranty.

Depending on the evolution of the legislation, that of the sole proprietorship Le Masson Frédéric EI, the General Terms and Conditions of Sale and the Privacy Policy may be modified.

In fact, the applicable General Terms and Conditions of Sale and the Privacy Policy are those that were in force on the date of the confirmation of the order, being kept by Le Masson Frédéric EI all versions of the aforementioned General Terms and Conditions of Sale and Privacy Policy. However, the customer is invited to keep a copy of the data that prevailed upon receipt of the order confirmation, in paper or electronic format.

## **2 Legal notice**

### **2.1 The AAlphaLLyrae.be website is published by:**

Le Masson Frédéric, CCAS de Labenne, 1 place de la république, 40530 Labenne, France, (+33)7.66.83.51.28, [admin@AAlphaLLyrae.uk](mailto:admin@AAlphaLLyrae.uk), on behalf of the sole proprietorship Le Masson Frédéric EI.

RCS Dax number 337 760 698

VAT identification number: FR 27337760698

### **2.2 The AAlphaLLyrae.be Site is hosted by:**

Hostinger International Ltd., 61 Lordou Vironos Street, Larnaca 6023, Cyprus, [www.hostinger.fr](http://www.hostinger.fr)

### **2.3 The publication director of the AAlphaLLyrae.be site is:**

Le Masson Frédéric  
© 2026 AAlphaLLyrae | All rights reserved.

## **3 Trade area**

The AAlphaLLyrae.be site is aimed at the Belgium as a destination for orders.

Placing orders is not possible from France, as this would impose unrealistic financial constraints on our foreign advertising partners who are not established in this territory.

#### **4 Official language of the contract**

As these General Terms and Conditions of Sale and other documents describing the contractual relationship are translated into American English, it should be noted that only the French text is authentic before the French courts in the event of a dispute.

#### **5 Products**

As our product range is based on a rich color palette, despite our best intentions, we cannot guarantee an exact color match between the models presented to you on our site and the products you will receive, even if only by the simple color difference that may exist from one screen to another.

##### **5.1**

The printing support has a certain elasticity, there may be slight differences in positioning between the model presented on our site and the product you receive.

##### **5.2**

These slight variations in color and position of the designs are intrinsic to the fabric printing process, and you also accept their existence as a customer, knowing that we guarantee any deviations that would fall outside the tolerance range as described, as detailed [in the section on returns and exchanges.](#)

##### **5.3**

The essential characteristics such as background colors and composition are presented for each product, as well as the dimensions where they are sufficient to describe it, or the sizes for the garments, accompanied by a table of measurements so that you can choose the one that suits you.

##### **5.4**

The price is also one of these essential elements, and it is indicated for each product, but adapted to the standards in force regarding your delivery or purchase area, which sets in particular the possible sales taxes, but also what must be brought to the attention of the customer and at what time of the transaction.

For more details on these obligations and the resulting display, please refer to the following section, which is specifically dedicated to this topic.

#### **6 Rates**

Prices listed on our site are in Euros.

## **6.1**

The prices displayed are inclusive of all taxes.

The Standard Rate is applied, i.e. 21%.

## **6.2**

Shipping costs are free of charge with no purchase amount condition.

## **6.3**

For the Belgium, we inform you that there are no additional fees applied to our prices, these are therefore indicated on the site without any additional customs fees or delivery costs.

## **6.4**

We reserve the right to change our prices at any time, but it is understood that the price applied to an order is the one that was in force at the time of validation of the order on our site.

## **6.5**

We regularly offer discount coupons on our site starting from the page <https://aalphallyrae.be/extraterrestrial-videos/>.

They are all characterized by the same rate of reduction, the uniqueness of use.

## **7 Payment Terms**

Any order placed on our site requires that you have previously created a user account on it, from the user account creation menu available at the top of the page.

Logging in to this user account, - with the usernames and passwords you chose at the time of creation - will be required to proceed with the payment of your purchases.

### **7.1**

Payment for your purchases can be made by credit card belonging to the Visa, Mastercard, American Express, Discover networks, in the currency indicated at the time of ordering.

### **7.2**

You will note that your order will only be validated when your payment is effective, which depends on your banking institution and the situation of your account, and can consume up to four working days in the case of transfers with bank redirection.

### **7.3**

As the payment transaction is handled by an external service provider, your bank details entered at the time of payment for your order (card number, cryptogram and expiry date of the card) are not communicated to us, and are not recorded from one purchase to another.

#### 7.4

Depending on your banking institution or our payment management provider, your transaction may sometimes be more secure by applying the 3DS protocol, which requires you to have two-step authentication.

#### 7.5

And in the same context of the fight against fraud on the Internet, we inform you that our payment management service provider may pass on the data relating to your order to third parties duly authorized to carry out verification.

#### 7.6

We reserve the right to suspend or cancel any order, at any level of fulfillment, in the event of fraud or attempted fraud.

It is thus reminded that you, as a customer, are a private individual, and that your orders correspond to your personal needs, in quantity and frequency.

We reserve the right to limit or prohibit orders that, according to these criteria, appear to be placed by resellers or distributors.

Failure to pay, in whole or in part, or payment incidents are other reasons that may lead us to modify your order, up to and including its complete cancellation.

Abusive chargebacks are also motivations that can lead us to refuse an order, because it is typically an inappropriate behavior that causes us harm, while on the one hand we have [a return and exchange policy](#) that is very clear, and on the other hand we have detailed [the protocol to be followed in the event of a dispute](#) in order to guarantee the best possible progress of a procedure if this final step is to be considered.

In the event that we make use of our legitimate right to protect ourselves from the deviant behavior described in the previous paragraphs by limiting or cancelling an order, we will try to inform you of our decision through the contact information you provided when placing your order.

#### 7.7

Except in the case of the complete cancellation of your order, the amount that will be charged to your credit card corresponds to the total amount of the order as accepted by us, including the price of the products less any commercial discount, sales taxes if applicable.

Your bank account will be debited when the order is placed, so that the confirmation of payment by your bank constitutes the first validation of your order.

If this bank validation step is not completed, we will cancel your order by operation of law, and if not, you will receive confirmation of your order as you have formulated it.

## **8 Shipping**

### **8.1 Delivery providers**

### **8.2 Order Tracking**

### **8.3 Average delivery time**

### **8.4 Maximum delivery time**

### **8.5 Communication of Delivery Time**

### **8.6 Delivery Deficiencies**

### **8.7 Force majeure**

### **8.8 Order Cancellation**

### **8.9 Receiving Packages**

### **8.10 Transfer of Ownership and Transfer of Risk**

#### **8.1 Delivery providers**

DHL will support this operation for orders placed at the Barcelone (Spain) or Riga (Latvia) site. (ici)

#### **8.2 Order Tracking**

A tracking number will be communicated to you as soon as your order is shipped.

After clicking on the link that leads to the tracking site, enter the order tracking number that was given to you, and validate to know the current status of your order and access its delivery history.

Of course, in addition to your ability to track the progress of your order from your tracking number, we will inform you with all due diligence of any delays in the processing of your order as soon as we become aware of them, as far as possible.

#### **8.3 Average delivery time**

Finally, if you want to have an approximate time between the validation of your order and the time you receive it, you can add to these figures 2-5 working days for production.

By validated order, you will understand that the payment has been confirmed by your banking institution and our payment processor, which mandatory step can also consume a few working days depending on your banking situation (usually 3 to 4 days).

Finally, as a general rule, delivery to Belgium consumes between 4 and 8 working days after processing.

There might be additional delays, due to stock shortages in particular, and we will notify you of this as soon as we become aware.

#### **8.4 Maximum delivery time**

The maximum delivery time is 20 (twenty) working days after the end of processing.

#### **8.5 Communication of Delivery Time**

The estimated delivery time is communicated to you at the validation of your order, i.e. after confirmation of the effectiveness of your payment.

The aforementioned delivery time as estimated only concerns the delivery itself, i.e. it does not include the time of completion of the order, which is in the order of 2 to 5 (two to five) working days.

#### **8.6 Delivery Deficiencies**

We will not be liable for a delivery time that is not met on the basis of an incorrect delivery address.

In the same way, we cannot be held liable in the event of a failure to deliver if it occurs as a result of force majeure or the unforeseeable and insurmountable act of a third party, which situation is detailed in the following section.

For other cases of non-delivery, please read [our return and exchange policy](#) to find out the nuances of the response we provide to a failure in the delivery time, which will be compensated free of charge if it is entirely our responsibility.

#### **8.7 Force majeure**

By force majeure, we mean, but not limited to, an epidemic, a pandemic, the closure of borders, the partial or total paralysis of means of transport and delivery, and more generally, any circumstance that we suffer unforeseen ability from and that renders us powerless to perform our contractual obligations.

In such a situation, we will promptly inform you of the suspension of our obligation to perform the sales contract, without you being entitled to compensation for the damage you also suffer.

If, at the end of 30 (thirty) calendar days after this communication, the context of force majeure still makes it impossible to perform the contract, the sales contract will be considered rescinded, and we will refund you as soon as possible.

## 8.8 Order Cancellation

Upon receipt of your request to cancel the order, and if your order has not been fulfilled by that time, we will proceed to refund the sums paid within a maximum period of 14 (fourteen) days.

An order that has started to run can no longer be canceled.

## 8.9 Receiving Packages

As a final step in the delivery process, it is recommended that you receive your parcels with the greatest attention, and, in the presence of the delivery person, check whether what you receive corresponds to what you ordered.

You will notify the delivery person in writing of any defects in the order that you notice and which may be the subject of a refund or exchange, depending on the type of non-conformity.

Be brief, but precise, by indicating the references of the disputed items, their quantities, and if the failure seems to come from the packaging of the package: "The package has been opened and taped, and a T-shirt M reference 'XXXXXX' are missing"; "the package is torn on one side, and the T-shirt 'XXXXXX' size S is also torn on one side"; "I ordered a T-shirt 'XXXXXX' size M, and I received a size 2XL"; ...

Take photographs, a copy of the reservations expressed to the courier, prepare your file by adding all communications about your order, identify what your rights and obligations are by reading the section on [returns and refunds](#), and send them to us diligently at the [admin@AAlphaLLyrae.uk](mailto:admin@AAlphaLLyrae.uk) address, indicating "trouble order (order number)" in the subject of your e-mail.

We will communicate our position and intentions, as set out in our return and refund policy.

## 8.10 Transfer of Ownership and Transfer of Risk

The products you have ordered become your property from the moment the full payment of your order is effective, and the aforementioned products have been handed over to the carrier.

Risk of loss or damage to your ordered products passes to you at the time you, or a third party designated by you, takes physical possession of the aforementioned products.

In fact, it is in your interest to check that the content of the package you receive is in accordance with what you ordered, because if you sign a delivery note without reservation, and it turns out that your package is empty, you are legally responsible for the loss of the products you have ordered and paid for, but not received, since you have signed proof to the contrary.

The same applies to the case of a package that you receive as visibly damaged, but without opening it to check whether the contents have also been damaged or not. Stating a delivery reservation that only covers the external condition of the package is not sufficient to prove

that what is inside is also damaged, and you have attested in writing to the inconvenience of damaged packaging, but not to the condition of your products.

## **9 Return & Exchange Policy**

As a preamble to this section, we inform you that you must never return merchandise without our agreement.

We will charge you for the processing fees if it turns out that the return of goods cannot be covered by your guarantees.

You are therefore invited to read the following clauses carefully, and in case of doubt, do not hesitate to contact us via [our contact form](#) for any questions on this subject.

### **9.1 Customs fees, taxes and other import charges**

### **9.2 Delivery guarantee**

#### **9.2.1 Availability**

#### **9.2.2 Changing the delivery address**

### **9.3 Post-delivery warranty exclusions**

### **9.4 Post-delivery guarantees**

#### **9.4.1 Your delivery is incomplete**

#### **9.4.2 You have received other products in place of those you ordered**

#### **9.4.3 Products were delivered damaged**

#### **9.4.4 The print quality of the products is poor**

#### **9.4.5 There is a clothing size error**

#### **9.4.6 The package is returned to the sender**

##### **9.4.6.1 Your address is correct**

##### **9.4.6.2 The address is incorrect**

#### **9.4.7 The package is lost**

#### **9.4.8 Your right of withdrawal**

### **9.4.9 Your legal guarantees of conformity and hidden defects**

#### **9.4.9.1 The legal guarantee of conformity according to the Consumer Code**

#### **9.4.9.2 Warranty against latent defects according to the Civil Code**

#### **9.4.9.3 Sending evidence of disputed articles and checking**

#### **9.4.9.4 Your request is unfounded**

#### **9.4.9.5 Your request is well-founded**

### **9.5 Summary of the correct expression of your rights**

## **9.1 Customs fees, taxes and other import charges**

This section is not applicable to Belgium.

## **9.2 Delivery guarantee**

The selected carriers authorize the tracking of the order until it is received, authorizing the following guarantee in the event of delivery failure, except in cases of force majeure.

By delivery failure, understand that if you have not received your package within 20 (twenty) working days after it has been sent, you are entitled to contact us so that the situation can be clarified and responsibilities found.

### **9.2.1 Availability**

We cannot guarantee full availability of the products you order, although we make every effort to keep our site up to date on this subject.

If it turns out that you are ordering a product that has become unavailable, we will inform you with the utmost diligence of the fact.

We will refund it within 14 (fourteen) days of our communication, through the same payment channel.

### **9.2.2 Changing the delivery address**

You can correct an incorrect shipping address as long as your order has not been shipped.

In this case, please inform us of the new delivery address diligently so that we can pass on the change to the service provider.

## **9.3 Post-delivery warranty exclusions**

Products that claim to be refunded or exchanged must be new, unworn, or unwashed.

They must be the subject of a request for reimbursement or exchange within 30 (thirty) calendar days of receipt of the goods, except in the cases of the right of withdrawal and the guarantee of conformity which are detailed in sections 9.4.8 and 9.4.9.

It is your responsibility to verify the conformity of the products in relation to what has been ordered and what is received, upon receipt of delivery, including the physical condition of the goods.

Indeed, by signing the delivery note without reservation, you signify that it is in conformity at that moment, which makes the complaint procedure inadmissible when the delivery defect relates to missing products, because it is impossible to demonstrate which party is at fault.

Similarly, a package that is visibly damaged must be the subject of an immediate reservation with the carrier, which is entitled to assume its responsibilities for the failure of its service.

In the latter case, you are invited to inform us of the inconvenience you have suffered and the deterioration observed on the products delivered, so that we can intervene with the offending carrier, on the basis of your reservation expressed on receipt of the delivery, possibly accompanied by the photos that you may have taken on this occasion as additional evidence confirming the aforementioned written description.

For any other reservations expressed to the carrier upon receipt of delivery, which engage our liability, please refer to the following sections for our terms and other warranty limitations.

## **9.4 Post-delivery guarantees**

### **9.4.1 Your delivery is incomplete**

And you have reported the fact on the receipt slip, detailing the missing products compared to what you had ordered.

You have the right to request the reshipment of the missing products, at no additional shipping costs.

### **9.4.2 You have received other products in place of those you ordered**

And you have indicated the fact on the receipt slip, detailing the products received instead of those you had ordered.

Send us a photograph of the incorrect products showing how they differ from those ordered, and we will replace or refund the missing products at no additional cost.

### **9.4.3 Products were delivered damaged**

But this condition is not due to delivery, because the package is not damaged, and you have reported this incident on the delivery note, detailing the items affected by the production defect.

Send us a photograph of the damaged parts of the products, and we will replace them at no extra cost.

### **9.4.4 The print quality of the products is poor**

A small difference in color between the digital model and the final print on the product is tolerated, in the order of 5%, not to mention the very large variation in color rendering from one screen to another.

In the same way, the printing process is such that there may be slight shifts in positioning between the model and the result on the product, which defects of technical origin are not resolvable in the current state of the material.

However, if it appears to you that the print quality of your products is failing beyond the permissible margins as specified in the previous paragraphs, send us a photograph showing the poor printing, and we will replace the products with the defective printing at no additional cost.

It goes without saying, remember to report the defect on the delivery note as soon as you receive the products, taking into account the printing tolerances in color and position as explained.

#### **9.4.5 There is a clothing size error**

Each product is presented with a size measurement chart that you are kindly requested to refer to choose the size that suits you.

It may happen that you receive a product that is not the size you ordered.

There may also be a labelling error in the size of your received product, which displays size M, for example, but actually corresponds to a size S.

Both types of errors can be covered as part of your warranty, and do not hesitate to report the defect on receipt of the order on the delivery note.

#### **9.4.6 The package is returned to the sender**

##### **9.4.6.1 Your address is correct**

If a package is returned to the production center by the delivery provider, it may be returned to you, subject to the prior payment of these second shipping costs.

##### **9.4.6.2 The address is incorrect**

You can request a second shipment after correcting your address, and subject to prior payment of these second shipping costs.

#### **9.4.7 The package is lost**

A package that is lost on the basis of an incorrect address will not give rise to any refund.

#### **9.4.8 Your right of withdrawal**

In accordance with Article 16(c) and (e) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the right of withdrawal may not be provided for:

1. The supply of goods made to the consumer's specifications or clearly personalised;
2. Sealed goods that have been unsealed after delivery and therefore cannot be returned for health protection or hygiene reasons.

Therefore, we invite you to first submit your intention of withdrawal to us, which we will forward to our supplier, as the evaluation of your right of withdrawal is at its sole discretion.

The first condition is that you are a consumer established within the European Union, since this is a European right.

Under the applicable laws, you have a period of 14 (fourteen) days to indicate your wish to exercise your right of withdrawal.

Your attention is therefore drawn to the fact that the products you return must meet the requirements of section 9.3 paragraph 1, i.e. be in perfect resalable condition and respectful of hygiene, because if this condition is not met, we will not proceed with the refund if the right is accepted.

The time limit for taking action begins the day after you receive your package if it is a one-time package, or the last package received if your shipment is the subject of several packages.

The expiry of your entitlement falls at the end of 14 (fourteen) calendar days from the starting point as specified in the previous paragraph, bearing in mind that if the term is a Saturday, a Sunday or a public holiday, it is shifted to the next working day.

In the meantime, you must inform us of your decision by sending us the following text duly completed, either by following the instructions given in [our contact form](#), or by post to the address indicated.

*"(your first and last names)*

*(your full billing address)*

*Attention:*

*Le Masson Frédéric EI*

*EU Withdrawal*

*26 avenue de la plage*

*40530 Labenne*

*France*

*At... (your city), the ... (date of letter or email)*

*Dear Madam, Sir,*

*The ... (indicate the date on the order form), I ordered ... (quantity and designation of the items that are the subject of the withdrawal) that I received on ... (date of receipt).*

*I hereby express my intention to exercise my right of withdrawal on this day.*

*I have been informed that this is at the discretion of the supplier on the basis of the interpretation of the European directives on this right.*

*I look forward to your response on this subject.*

*Please believe, Madam, Sir, in the expression of my distinguished sentiments.*

*(For paper format) Signature »*

If you choose to inform us of your decision by paper mail, you are not required to do so by registered mail with acknowledgement of receipt, but you should nevertheless be aware that you must be able to provide evidence to prove the use of your right of withdrawal if necessary.

If you inform us of your decision by email, we will send you an acknowledgement of receipt via the same communication channel.

Finally, you are not strictly required to send the text given above to assert your right of withdrawal. It is only a model containing essential information for both parties, and in fact, you are free to formulate it more personally, provided that it includes the fundamental terms, including in particular the very clear meaning of your desire to exercise your right of withdrawal in relation to products received on a given date following a given order that has been invoiced to a given customer at a given date. address given for given amounts

#### **9.4.9 Your legal guarantees of conformity and hidden defects**

You can invoke the legal guarantee of conformity for 24 (twenty-four) months after receipt of your order.

You can invoke the legal warranty for hidden defects for 24 (twenty-four) months after the discovery of the redhibitory defect.

In the first instance, you are invited to let us know what you consider to be a lack of conformity or a hidden defect by describing it and sending us your request either by following the instructions given in [our contact form](#), or by post to one of the following addresses, depending on the type of coverage you invoke:

1) Le Masson Frédéric EI, Conformity, 26 avenue de la plage, 40530 Labenne, France (if you invoke the legal warranty of conformity)

2) Le Masson Frédéric EI, Hidden Defect, 26 avenue de la plage, 40530 Labenne, France (if you invoke the legal warranty against latent defects)

You will remember to recall the essential elements of the order that is the subject of your first communication, including its number, and the item to which the dispute relates.

In order to help you in this delicate exercise of observation and communication, you can read the articles of the Consumer Code mentioned in the next section for the legal guarantee of conformity, and those of the Civil Code indicated in the next section for the warranty against hidden defects.

#### **9.4.9.1 The legal guarantee of conformity according to the Consumer Code**

It is defined in [articles L217-3 to L217-20](#), to which we invite you to refer, being cited below only the essential to motivate you to read it in full.

*"The seller shall deliver goods that comply with the contract and the criteria set out in Article [L. 217-5](#)."*

*"He shall be liable for any lack of conformity existing at the time of delivery of the goods within the meaning of Article [L. 216-1](#), which appear within two years of the date of delivery."*

*"The property shall be in conformity with the contract if it satisfies, in particular, where applicable, the following criteria:*

*1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristic provided for in the contract; "*

*"I.-In addition to the criteria of conformity with the contract, the property is compliant if it meets the following criteria:*

*1° It is suitable for the use usually expected of goods of the same type, taking into account, where applicable, any provision of European Union and national law as well as all technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned; "*

*"Lack of conformity which appears within twenty-four months of the delivery of the goods, including goods containing numerical elements, shall, in the absence of evidence to the contrary, be presumed to exist at the time of delivery, unless that presumption is incompatible with the nature of the goods or defects invoked."*

*"The consumer shall be entitled to demand that the goods comply with the criteria set out in subsection 1 of this section."*

*"The consumer asks the seller to bring the goods into compliance, choosing between repair and replacement. To this end, the consumer makes the goods available to the seller. "*

*"The seller may not proceed according to the choice made by the consumer if the requested compliance is impossible or entails disproportionate costs in relation to, in particular:*

*1° The value of the property in the absence of a lack of conformity;*

*2° The extent of the lack of conformity; and*

*3° The possibility of opting for the other choice without major inconvenience for the consumer.*

*The seller may refuse to bring the property into compliance if this is impossible or entails disproportionate costs, in particular with regard to 1° and 2°. "*

*"The consumer does not have the right to the cancellation of the sale if the lack of conformity is minor, which it is up to the seller to demonstrate. "*

#### **9.4.9.2 Warranty against latent defects according to the Civil Code**

It is detailed in [articles 1641 to 1649 of the Civil Code](#), the most significant of which are cited below for the present context, knowing that you can still read the section in full for complete information on the subject.

##### **Article 1641**

*"The seller is bound by the warranty in respect of hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have given only a lower price, if he had known of them."*

##### **Article 1648, paragraph 1**

*"The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect."*

#### **9.4.9.3 Sending evidence of disputed articles and checking**

Upon receipt of your request to invoke one or other of the warranties detailed in the section 9.4.9, you will first be invited to send us double-sided photographs of the items that you claim to be defective, if necessary, taking care to explain how the photograph taken constitutes proof of your assertion.

Upon receipt of your photographs, we will check the defect that you have described to us as meeting the criteria of the above-mentioned articles of the Consumer Code if you invoke the legal guarantee of conformity, and those of the Civil Code if you invoke the warranty against latent defects.

#### **9.4.9.4 Your request is unfounded**

If it turns out that the product you are incriminating is in accordance with the order according to the articles of law you are invoking, we will notify you that we do not accept your invocation of your rights, as it does not have a legal basis that would justify it.

You can then refer the matter to [the consumer mediator appointed](#) as the mandatory second step in the dispute resolution procedure, if you wish

#### **9.4.9.5 Your request is well-founded**

In this case, you will be offered a refund for the product, as well as an initial delivery fee in both cases, in proportion to the total amount of the order if it contained several items.

We also cover the costs of reshipping the product when the replacement is offered as part of the application of the legal guarantee of conformity.

### **9.5 Summary of the correct expression of your rights**

In the first place, keep all documents related to your order, i.e. confirmation emails and other communications, bank statements and other proof of debit from your account.

Then, upon receipt of your order, in the presence of the delivery person, open your package and check the condition of your products, their number, the conformity of what you receive with what you ordered.

Report any abnormalities on the delivery receipt, clearly and concisely: "The package has been opened and closed with tape, and a T-shirt reference 'XXXXXX', size M', is missing", "The package is damaged, as well as the T-shirt reference 'XXXXXX' which is torn on one side", "the printed pattern on the T-shirt reference 'XXXXXX' is very shifted" ...

Take photographs of the defects found, as well as a copy of your delivery receipt on which all your reservations are visible, dated the day of receipt of the packages, with your signature.

Depending on the problem found, take your photos as explained below.

If your order has several identical products of different sizes, make sure that the size labels are clearly visible in your photos.

If the print is positioned incorrectly, your garment should be fully visible in the image, with a ruler or tape measure to highlight the offset in the print in width or height.

If it is a print quality issue, the lighting of the defective area should allow the details of the image to be clearly seen.

If the product is damaged, your photo should show the damaged part and a part of the pattern, or an overview and detail view.

If you have not received the correct product, photograph the delivery note and the product so that both are clearly visible in the same image.

If there is a size error, follow the first tip about size label visibility.

If the dimensions of the product are not those indicated by the size label, take your photographs with a measuring instrument following those given on the product sheet on our website.

Send then a letter specifying the damage you have suffered and the type of repair you want, on the basis of which right identified in our General Terms and Conditions of Sale.

Send us your complete file with the documents indicated in the previous paragraphs, following the instructions given with [our contact form](#) and we will inform you in return what our position is in relation to the damage observed and the guarantees we offer and what follow-up we give to your case.

This communication protocol describes the correct procedure to follow for the proper receipt of your parcels and the proper use of your rights if applicable, but it also applies to all the other cases described on the subject of guarantees governing your order, starting with a properly compiled file and communication with our services, electronic or paper.

This first step is an obligation that is part of the broader framework of [dispute management](#), the process of which is detailed to you below, it being stressed here again that if this first direct communication is lacking, it implies that you can no longer claim your rights in mediation or before a court, because the law imposes this circuit of resolution on light disputes in this order, without any step being able to be ruled out.

## **10 Personal data**

As stated in section 1 of this document, our [Privacy Policy](#) is complementary to these General Terms and Conditions of Sale, and for any information relating to your personal data that we or our service providers may use, as well as your rights in relation to such processing, please refer to this second document.

### **10.1**

On the same topic of the management of your personal data, it is again in this same [Privacy Policy](#) that we detail our sparing use of cookies as well as how you can manage them, from which we encourage you to consult this document on this subject.

## **11 Intellectual Property**

The various elements that make up our website are protected by intellectual property law, being thus covered, but not only, images, texts, characters, photographs, logos, trademarks, and more generally, any element that contributes to our visual and spiritual identity.

The law authorizes you to use them privately, on a personal basis, but the misuse of these elements for other purposes, including commercial purposes, is prohibited by the same Intellectual Property Code.

Apart from the aforementioned legal use specified in the previous paragraph, and without written authorization from us, you are in no way authorized to copy, reproduce, extract, modify, distribute, adapt, translate, use, represent, publish the elements mentioned in the first

paragraph of this chapter, and more generally, any action that could be similar to a form of infringement is prohibited, regardless of the means and processes used.

## **12 Liability**

We will not be liable for force majeure, as defined in clause 8.7, nor if you are manifestly liable for the breach of contract, as specified in the clause 9.4.6.4, for example but not limited to, or for differences between the presentation of the products and the printing that remain within the tolerances explained in clause 9.4.4.

## **13 Severability**

If any provision of our Terms and Conditions of Sale is found to be null and void for any reason, it shall nevertheless remain enforceable to the fullest extent permitted by law, and only the invalidated part shall be deemed unwritten.

The other provisions will retain their full legal force.

## **14 Non-waiver**

The fact that we do not or may not assert our rights set out in our General Terms and Conditions of Sale does not in any way constitute a waiver of these rights and does not imply any limitation as to their future use.

## **15 Governing Law and Dispute Resolution**

The two documents governing the contractual relationship, namely these General Terms and Conditions of Sale and the Privacy Policy, are written in French, which language has value in court, as distinct from their translations into other languages whose scope is only informative.

### **15.1**

The contractual whole formed by the two documents referred to in the preceding paragraph shall be subject to French law.

Download the General Terms and Conditions of Sale in French:

<https://AAlphaLLyrae.be/conditions-generales-de-vente-fr/>

Download the Privacy Policy in French:

<https://AAlphaLLyrae.be/politique-de-confidentialite-fr/>

Download the General Terms and Conditions of Sale in American English:

<https://AAlphaLLyrae.be/terms-BE/>

Download the Privacy Policy in American English:

<https://AAlphaLLyrae.be/privacy-BE/>

## 15.2

Any dispute that may arise in the performance of the contractual relationship must begin with a written contact, in the context of the search for an amicable solution, following the indications given in the preamble to [our contact form](#), depending on the content of the dispute.

You are advised to use the recommendations we give to [correctly receive a parcel](#) to express your grievance in a simple and structured file that will facilitate its handling.

## 15.3

If the dispute is not resolved by the first amicable phase described in the previous paragraph, you are informed that under the provisions of the Consumer Code in articles L.612-1 et seq., you have the right to have recourse to a consumer mediator free of charge.

To this end, we would also like to inform you that we are members of the Centre de Médiation de la Consommation de Conciliateurs justice (CM2C), which may therefore be referred to in the second phase of dispute resolution, using one of the following means:

- + directly on their website, on [the page dedicated to the referral of the CM2C](#).
- + by e-mail to [litiges@cm2c.net](mailto:litiges@cm2c.net).
- + by post, addressed to CM2C, 49 rue de Ponthieu, 75008 Paris, France

Finally, you should also know that the European Union offers you [sound advice for the settlement of disputes](#) that works in the same direction as an out-of-court mediation during an online purchase.

## 15.4

If the dispute is not resolved by the first two phases described in the two previous articles, it will be submitted to the French courts, which alone have jurisdiction to hear it.

## 16 Contact

If you have any questions about this document, please refer to [our contact form](#) and follow the instructions given according to the topic to be addressed.