

# General conditions of sale of TimeSquAir

Version of 4.23.2015

## 1. TimeSquAir

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TimeSquAir.io is a website offering the sale of connected objects, including product TimeSquAir. This document relates to our online sales department of TimeSquAir. Our terms and conditions of sale TimeSquAir have contractual value. They intended to apply to all sales of a TimeSquAir. They link you and link us as contracting parties. You will find specific information TimeSquAir in the product description. This description is complementary to our terms of sale and, also, have contractual value. Finally, the entire order process and all the information we provide you during this process have contractual value. We exercise our online sales activity in Europe and North America. Our sales offers are for individuals and major aged 13 to 18 with parental consent, and professionals. You can get yourself a TimeSquAir via the website TimeSquAir (<http://www.timesquair.io> with redirection to our Amazon shop) or on partner sites. TimeSquAir is a product of Digital Airways. Digital Airways is a company located in Normandy in France. Our full address is:

SARL Digital Airways,  
14 rue du sergent ESCOFFIER,  
61200 Argentan  
NORMANDIEFRANCE

You can contact us via the electronic contact form found on our website at the bottom of page. We will reply within 48 hours. For more information on Digital Airways, visit our Terms & Conditions.

## 2. Definitions of Terms

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For the purpose of the contract: Digital Airways is the general term we use to talk about all of our activities. The site refers to our website, ie the informational pages that can be accessed via our URL. The TimeSquAir software is the software that run TimeSquAir. TimeSquAir designates the object produced and sold by Digital Airways on this site and its partners.

## 3. The order

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### Our products:

You'll find the essential characteristics of each TimeSquAir in product descriptions. It is in these descriptive that you can especially read the price TimeSquAir, the validity of price, availability TimeSquAir, available stocks .... Any customs fees are your responsibility. Deliveries outside the European Union may be subject to such fees. We have no control over these charges. The availability of spare parts is determined by the manufacturers of the various components of TimeSquAir. This information is found in the product description. For questions or information, our customer service is available.

### The price of TimeSquAir

The price of TimeSquAir is displayed in the product description. The price includes VAT and the environmental tax. We set up a display letting you know the cost of these taxes. The environmental tax covers all electronic and electrical products, it is used to finance the collection, treatment and recycling of these products. The entirety of this participation is paid to handling bodies of electronic and electrical waste. VAT (value added tax) is an indirect tax on consumption. The amount is proportional to the dutysale prices. The price of delivery is displayed separately from the price in early ordering process. The total price is displayed at the end of ordering, prior to payment.

### The payment

Payment of TimeSquAir price is made at the end of the order ; Closing the payment order. You can pay your purchase by various means of payment such as PayPal. You will find additional information during the order process, prior to payment. The price charged will necessarily be the price in effect at the time of placing the order. The store where you buy TimeSquAir is hosted by the Amazon platform. Refer to their privacy policy, security, trade and use for more information.

### The order process

An Internet sales should follow a special procedure to limit abuses and errors. You have the option to order on TimeSquAir (the Amazon store) in

French or English. If you want to buy an item, you will be redirected to our shop hosted by the Amazon platform. The process of placing an order consists of two steps; the placement of the order and confirmation of the order. It was only at the end of the second step you will need to make your payment. The contract is concluded when the payment was made. Between the two stages of the order, you will have the opportunity to conduct three audits; the details of the order, the order price and the correction of errors. You may at any time correct the information you have entered returning to the stage concerned. Just before confirming your order, you will have access to a summary of all your information will allow you to correct any errors. To each order, we send the contract to your email address. For orders exceeding 120 euros we organize also archiving of the contract concluded. You will have the opportunity at any time to consult by sending a request to that effect through the contact form available on our website (bottom of page).

## The delivery

We make deliveries of our products to the following geographical areas: Europe, North America We are committed to always provide you with the maximum delivery of the product you have ordered. Information on the delivery deadline will be provided prior to payment upon placing the order process. We offer delivery by the carrier La Poste. In your interest, we remind you that it is necessary to audit usage at the time of delivery. Check the condition of the package and its contents, check that the delivery is complete and complies with the order. Please notify the carrier any reservations. (// Article L1333cconso).

## The right of withdrawal

The law provides for all nonprofessional, a right of withdrawal. This right allows the buyer to return the property to the seller within 14 days, as part of distance selling. This right is discretionary, free and public order. The 14 days period runs from the date of personal delivery of products ordered.

Les frais de renvoi du produit sont à votre charge. Lorsque vous exercez votre droit de rétractation, nous vous rembourserons du prix total de la commande sous 14 jours. Le remboursement interviendra via le même moyen de paiement utilisé lors de la transaction initiale, sauf accord exprès de votre part. Le remboursement ne pourra intervenir qu'à la suite de la réception du bien dans nos locaux.

You will find on Amazon a withdrawal request form. It is an electronic form, so just fill it and then click "Send". We acknowledge receipt of your application within 24 hours and we will tell you what to do to return your order. Your refund within 14 days of receipt of your request for withdrawal. When you exercise your right of withdrawal, you agree to return your TimeSquAir in its original condition. Any damage will result in a reduction of the rebate. Also, be sure to send your order in time. You will find a form in your Amazon customer area.

## 4. Guarantees

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As required by law, Digital Airways guarantee hidden defects and the compliance of its products. The implied warranty: by selling the thing, the seller vouch for that it has the qualities that are normally his. More information on the links below: <http://vosdroits.servicepublic.fr/F11007.xhtml> [http://fr.wikipedia.org/wiki/Garantie\\_des\\_vices\\_cach%C3%A9s\(France\)](http://fr.wikipedia.org/wiki/Garantie_des_vices_cach%C3%A9s(France)) <http://www.legavox.fr/blog/maitreanthonyben/vicescachesdefinitionsanctions1169.htm> Ensuring compliance: To comply, a product must be suitable for the purpose usually associated with such a product.

More information on the links below: <http://vosdroits.servicepublic.fr/F11094.xhtml> <http://www.elitige.com/actualites/garantielegalepoint.php> We can not be held responsible for the minimal differences between the product image and the product itself. We can not be held responsible for shortages from our suppliers and manufacturers in TimeSquAir.

## 5. Environmental protection (Article R541-45 // environmental code)

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Waste electrical and electronic equipment must not be mixed with unsorted municipal waste. There are dedicated collection systems (<http://www.ecosystemes.fr/commentrecycler/identifierappareil>). Electrical and electronic equipment contain hazardous substances that may have potential effects on the environment and human health. Your user product will be accepted free of charge if you needed to send it back.

## 6. In case of litigation

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The definitive version of our general conditions of sale is the French version. During a possible translation of conflict, the French version shall prevail. Our terms and conditions are subject to French law. By accepting our terms and conditions, you agree to apply French law to a possible civil and commercial litigation. By accepting our terms and conditions, you force yourself to submit any disputes to the courts of Alençon. As required by law, our members have the status of consumers have the opportunity to apply to the courts or courts of Alençon their city or country of residence. There will be an application of French law if it is their most advantageous. Regarding sales outside the EU: goods shipped outside the EU are exempt from VAT (// Article 262.I & .II General Tax Code). vocation to the environmental tax to apply since it corresponds to a burden on the manufacturer. delivery times are not the same, outside the European Union. (1 to 2 weeks). the right of withdrawal and guarantees applicable

to sales outside the European Union are those set out in our terms and conditions. FunDaTrix not guarantee the compliance of its terms and conditions with the legislation would apply to you, when you access the website from a country outside the European Union.

## **7. Final provisions**

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In the event that any provision were to be annulled or be deemed unwritten, all other terms of the sale agreement remain valid. If Digital Airways does not exercise any of its rights for a given situation at a given time does not mean that Digital Airways subsequently waives this right. Digital Airways reserves the right to change its terms of sale and product descriptions if necessary. We leave you the ability to view older versions of our general conditions of sale on request. The terms and conditions applicable to the contract are those in effect at the time of ordering. When you enter into a sale with Digital Airways, you are deemed to have read our terms and conditions and all the information we provide with contractual value.

These terms and conditions have been updated for the last time on 04/23/2015.