

Terms and Conditions

Article 1 - Terms and Conditions jurisdiction and definitions

These Terms and Conditions of Use and Sale are governed by the laws of France and will be interpreted in accordance with the French courts. You can get on this page, for your reading comfort and understanding, a full translation in English of the Terms and Conditions of the current website.

The below listed words define :

- 'Site', 'service' or 'website' : the website <http://www.preorders.pulps.fr> and all its pages.
- 'Publisher' : the legal or natural person responsible for editing and publishing content on the site.
- 'User' : the person visiting and using the site.
- 'Products' : all goods (both physical and intangible) and services that it is possible to buy or to which it is possible to subscribe to on the site.
- 'Customer' : the user buying a product or service on the site.

Article 2 - Mentions imposed by French trust law in the digital economy and site purpose

The website <http://www.preorders.pulps.fr> is published by ALCA SARL.

Legal mentions concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The purpose of the site is the following : "sales of monthly comic books, graphic novels, toys and collectables".

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter. For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "I have read and accepted the terms and conditions of this site.". Ticking this box will be considered to have the same value as a handwritten signature from the user. The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

Article 3 - Characteristics of products and services offered

The goods and services offered are those listed in the catalog published on the site. These products are offered subject to stock availability. Each product is listed along with a description provided by the publisher based on descriptions provided by the supplier. The product images and information texts available reflect the product as much as possible but the publisher cannot guarantee that all pictures accurately reflect the true appearance of the products.

The site customer service is available by e-mail at the following address: pulps.comics@gmail.com or through mail at this address 6 rue dante, 75005 Paris in case of which the publisher agrees to provide a response within 7 days.

ALCA also makes available to its users and customers a hotline or helpline, to discuss their issues. The hotline can be contacted by phone at the hotline number 0140518062.

Article 4 - Prices

The prices listed in the catalog are prices shown in Euros including taxes (TTC), and based on the applicable VAT on the day of the order.

ALCA reserves the right to change prices at any time. However, only the price appearing in the catalog on the day of the order shall be applicable to the buyer.

Article 5 - Member account

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can ask for a generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Creating an account is a prerequisite to any order or member contribution on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information.

Data collection purpose is the creation of a member account ; this account allows the customer to check all orders made on the site with the account. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her orders or contributions.

The publisher reserves the exclusive right to delete the account of any member who may have breached these Terms and Conditions, including but not limited to the following cases :

- the member has knowingly provided false information during his or her registration and the creation of an account
- the member has been inactive on the site for at least a year.

Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Article 6 - Publisher waiver of responsibility

Failure to connect to the website is not considered harmful to the users, and will not result in any right to any kind of compensation. The unavailability of the site, even extended without any time limit and concerning one or several products, can not be considered harmful to users and can not result in the award of damages from the publisher. The photographs and visual products presented on the site have no contractual value, the responsibility of the publisher of this site can not be engaged if product specifics are different from their displays on the site, or if they are incorrect or incomplete.

The hypertext links on the current website may refer to other sites and the responsibility of the publisher of the current website can not be engaged if the content of these sites contravenes the laws. The current website publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites.

Article 7 - Intellectual property rights relating to information published on this site

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website. Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting. Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Article 8 - Limitation of Liability

The publisher, especially in the online sales process, is bound by an obligation of means; he can not be held liable for damages resulting from the use of the Internet network such as data loss, hacking, viruses, failure in service, or other.

The publisher can not be held liable for breach of contract due to a force majeure event, including but not limited to total or partial strike of postal services, carriers, or disasters caused by floods or fires. Regarding purchased products, ALCA shall not be liable for any consequential damages because of present, trading loss, operating loss, loss of profit, damage or expense that might arise. The choice and purchase of a product are under the sole responsibility of the customer. The total or partial inability to use such product due to incompatibility of equipment cannot lead to any compensation, reimbursement or questioning the responsibility of the publisher, except in the case of a proven hidden defect, non-compliance, damaged good, or genuine exercise of rights of withdrawal (if the customer is not a professional and withdrawal right is applicable to the contract, according to the article L.221-18 and following of the French Code de la consommation). In case of non delivery of an order or part of an order, the customer has up to 60 days (starting from the expected delivery date) to come forward. No claim will be accepted beyond this time period.

The user expressly agrees to use the site at his own risk and under his sole responsibility. The site provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will no be liable for :

- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this site or conversely the inability to use it;
- any malfunction, impossibility of access, misuse, improper configuration of the user's computer, or for the use by the user of an unusual browser;
- the advertisements content and other links or external sources the user may access through the site.

Article 9 - Accessibility

The publisher cannot be liable for any technical hinderance of the connection to the website, including but not limited to hinderance due to a force majeure event, a maintenance, an update, changes being made on the site, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user computer.

Article 10 - Account deletion

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the website stating that he or she wants to delete the account. No data recovery is possible after account deletion.

Article 11 - Eligible law and consumer mediation

These Terms and Conditions are subject to the application of French law. They may be modified at any time by the publisher or one of its representative. The Terms and Conditions applicable to the user are those in effect on the date of the order or of the connection to the site. The publisher obviously agrees to archive its older version of the Terms and Conditions, and to send them to any user who so requests.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings. It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

Consumer mediation

As required in the article L.612-1 of the French Code de la consommation, ALCA SARL guarantees that the customer can seek a free-of-charge consumer mediation for the amicable resolution of any dispute with the publisher.

ALCA SARL offers its nonprofessional customers the mediation of the following mediator :

- Jérôme DUPRE
- contact@negostice.com
- <http://mediateuronline.com>

Mediation is not mandatory but only offered to allow informal resolution of disputes and avoid unnecessary litigation.

Article 12 - Use of cookies

Cookies allow the site to identify its users, customize their browsing experience and speed up the display of the site pages through a data file saved on their computer or device. Cookies are typically used on the site to 1) gather user navigation data to provide analytics and optimize user experience and 2) allow the user to log in to and access password-protected pages, including but not limited to his or her account pages.

The user acknowledges he or she has been informed of the use of cookies on the website, and authorizes the website and its publisher to use it. ALCA agrees to never disclose the content of these cookies to third parties, except in the course of legal proceedings. The user can refuse the use of cookies or configure his or her browser to be notified prior to their use. To do this, the user can proceed as follows :

- For Internet Explorer : <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Safari : <https://support.apple.com/en-us/HT201265>
- For Google Chrome : <https://support.google.com/chrome/answer/95647?hl=en>
- For Firefox : <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Opera : <http://help.opera.com/Windows/10.20/en/cookies.html>

Article 13 - Order placing and purchasing process

The "Basket" will be defined as an immaterial container with all the goods or services selected by the user for a purchase by clicking on them. As soon as the user deems to have selected and added to the basket all the products he or she wish to buy, the user will have the possibility to access the basket by clicking on a link or button provided for this purpose, and where he or she can confirm the order. The user will then be redirected to a summary page on which the number, characteristics and unit price of the ordered products will be listed for he or she to review.

If the user wishes to confirm the order, he or she must tick the dedicated checkbox to show acceptance of these Terms and Conditions of Sale and hit the submit button. The user will then be redirected to a page where he or she will fill the order form fields by entering some personal data necessary to the placing of

the order. Once the user has completed and submitted the form, he or she will be redirected to the online payment page where the user can make online payments by credit card or by bank transfers, or will access the required information to send a bank check. An e-mail will shortly be sent to the user, confirming the order and listing its specifics and price.

Sold products remain the property of the seller until full payment of their price, in accordance to the present title retention clause.

Article 14 - Payment Information

The user can place order on this site and pay by credit card and Paypal. The credit card payments are made through secure transactions provided by an online payment platform provider.

This site has no access to any user payments data. Payment is made directly to the bank or online payment platform provider. If the user is paying by bank check or transfer, delivery time periods defined in these Terms and Conditions shall only run from the date the seller actually receives the payment, the seller having full choice of means to prove this date. Product stock availability is listed on the site, in the description of each item.

Article 15 - Delivery or dissemination

Shipping costs will be calculated and billed to the buyer depending of the weight of the package at the time the buyer will decide when to ship the products. A shipping costs chart is available on the website for information. The site has no geographical limitation for delivery, orders can be shipped anywhere in the world.

The publisher promises to send the products within a maximum period of 30 days after receiving the products ordered by the buyer and his decision to ship the mentioned products.

The buyer is responsible for checking the conformity of the goods delivered at the time of delivery. Any anomaly concerning the delivery (damage, missing product as compared to the delivery order, damaged package, broken product ...) must be indicated by the buyer on the delivery form, as handwritten reserves, accompanied by his or her signature. The buyer will open any defective or damaged package in the presence of the carrier and have the latter bring back the damaged merchandise. The buyer will also confirm this anomaly by sending a letter by registered post with proof of receipt to the carrier, within 24 hours of receiving the order, stating the said claims, and sending a copy of those to ALCA within the same time frame and conditions. If the buyer fails to comply with these requirements and if, by doing so, the seller loses any possibility of appeal against the carrier, the buyer alone will bear the consequences of the damage done to the products.

Any claim not made in the rules defined above and within the defined time periods will not be taken into account and will release ALCA from any liability towards the buyer. Upon receiving the claim, the publisher of the website will communicate through email, fax or phone with the buyer on how to exchange the products.

In case of delivery error, any product to exchange or refund must be returned to ALCA, whole, in perfect condition and in its original packaging by the carrier who delivered it in the first place. The publisher will not be liable for any defects resulting from a mistake or incorrect operation by the buyer. Pursuant to article L.221-18 and following of the French Code de la Consommation, the buyer can wait up to 14 working days from the date of order delivery to return any product that does not suit him or her and to ask for an exchange or refund without penalty, except for return shipping costs, within 14 working days of his or her requests. The product must be returned in perfect condition and the undamaged original packaging. If applicable, it must be returned along with all its accessories. If the above terms are not met, the buyer will lose his right of withdrawal and the product will be returned at his or her expense. The return costs in case of withdrawal must be paid by the buyer, and the latter must be able to prove the return of the product through a tracked parcel.

After receiving and confirming the return, the publisher will proceed to a refund by bank check or transfer. To insure proper processing of the request, the customer is asked to attach a copy of the invoice.

If the package is returned to the buyer by post, ALCA will contact the buyer upon receiving the package to ask for further action concerning his or her order. If the buyer refused the package by mistake, he may request the package to be sent again by paying in advance the shipping cost for the renewed shipment. This cost must be paid even for orders whose shipping was free when ordering.

Any delay in delivery superior to seven business days may result in the cancellation of the sale to the consumer initiative, upon written request from him or her by registered post with proof of receipt. The buyer will then be refunded within a maximum period of fourteen days all the costs involved when ordering. This clause will not apply if the delay in delivery is due to a strike of the staff employed by the carrier, or due to a force majeure event beyond the control of the publisher. In such cases, the buyer agrees not to exercise prosecution against the publisher and waives his or her right to the cancellation of the sale as defined earlier in these Terms and Conditions of Sale.

Article 16 - Products warranty

All products purchased on this website are protected by the following legal guarantees (French Code Civil) ;

Guarantee of conformity :

According to Articles L.217-4 and following of the French Code de la Consommation, the seller must deliver goods in conformity with the contract and is responsible for defects existing during product delivery. The guarantee of conformity may be exercised if a defect were to exist on product delivery, or if the defect appears within 24 months following the delivery date (6 months if the order was placed before March 18th, 2016 or the item sold is a used one). However, after this period of 24 months (6 months if the order was placed before March 18th, 2016 or the item sold is a used one), it will be up to the customer to prove that the defect existed at the time of delivery.

Hidden defects guarantee :

According to Articles 1641 to 1649 of the French Code Civil, the customer may request the exercise of a hidden defects guarantee if the considered defects do not appear at the time of delivery, predated the purchase (and therefore does not result from normal wear of the product, for example) and be serious enough (the defect must render the product unfit for the use for which it is intended, or hinder this use to such an extent that the buyer would not have bought the product or would not have purchased it at such a price if he or she had known the default).

In case of non-conformity of a product sold on the site, it can be returned to the publisher who will refund or exchange it. All claims of exchange or refund must be made by post to the following address : 6 rue dante, 75005 Paris or by e-mail at pulps.comics@gmail.com within thirty days of the date of delivery. Return merchandise shipping costs are the responsibility of the publisher. If a product exchange is not possible (e.g. obsolete or out of stock product) the buyer will be reimbursed by bank check for the amount of the order minus the carrier costs related the sending of the initial order.

Article 17 - Archiving

The publisher will archive purchase orders and invoices on a reliable and durable medium, as a true copy in accordance with the provisions of Article 1348 of the French Code civil. Digital records will be considered by both parties as proof of communications, orders, payments and transactions between them.

Article 18 - Terms and Conditions framework

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms and Conditions describe the entire agreement between the user and the website. They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the French language.

Article 19 - Notice

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by registered or certified mail, by post or any other well-known courier service at national level that allows regular review of its prices and conditions, or by e-mail, using the addresses mentioned in the Legal Notices of this website, stating your full name, contact details and subject of the notice .

Article 20 - Claims

Any claim or cause of action you may have with respect to your use of this website, its pages, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be initiated within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

Article 21 - Inaccuracies

It is possible that there are, on the whole website and the services offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this site or related services (social networks ...). We make every effort to ensure that such discrepancies be corrected.

In case we miss one, please contact us using the addresses mentioned in the Legal Notices of this website, to give, if possible, a description of the error and location (URL), as well as sufficient information for us to be able to contact you. For requests involving copyright, please refer to the section of this document related to intellectual property.

Article 22 - Model withdrawal form

This model can be used by any customer, within the limits and conditions stated in the present Terms and Conditions of Sale, to ask for a withdrawal from any contract with ALCA concluded when placing an order on the website.

To: ALCA SARL, 6 rue dante 75005 Paris

I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods*/provision of the following service*

Ordered on*/received on*

Name of consumer

Address of consumer(s)

Signature of consumer(s) (only if this form is notified in writing)

Date

*Delete as appropriate.

Article 23 - Exceptions to the withdrawal right

The purchase of the following Products offered on the website will not allow the customer to exert his or her right of withdrawal, as stated in article L.221-28 of the French Code de la consommation : monthly comic books.

The customer acknowledges this list of products, for which the sale will be regarded as irreversible, and waive his or her withdrawal right regarding those products, provided his or her express consent to this waiver had been given by the customer for contracts beginning immediately and concerning digital contents not provided on a hard medium or services delivery that are complete withing the withdrawal right period.

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