

# Terms & Conditions of Sale (TCS)

## 1. PURPOSE

These General Terms and Conditions of Sale (GTC) define the rights and obligations of BURBAN and the Client in the context of online sales of products offered by BURBAN on its website <https://burbanofficial.com>. They apply exclusively between the company BURBAN and any individual consumer visiting or making a purchase through the said Site.

On the Site, BURBAN allows the Client to order BURBAN brand products (hereinafter referred to as "the Product(s)") online in accordance with these General Terms and Conditions of Sale (GTC). These Products are designed by BURBAN and manufactured by PRINTFUL.

Any order placed with BURBAN implies the Client's unconditional acceptance of these terms. BURBAN reserves the right to modify these General Terms and Conditions at any time without prior notice. The applicable conditions are those in effect on the date the Client places the order.

These General Terms and Conditions of Sale are permanently accessible at the following address: <https://burbanofficial.com/CGV.html> in a digital format that allows for printing and/or downloading, enabling the Client to save them.

## 2. OBLIGATIONS OF THE CLIENT

- 2.1. The Client declares that they are at least 18 years old and have the legal capacity, or are in possession of parental authorization, allowing them to place an order on the Site.
- 2.2. The Client agrees to provide BURBAN with accurate and necessary information required to complete the service outlined in these terms, as requested online and according to their situation, including their name, surname, address, phone number, and valid email address. The Client is responsible for any consequences arising from incorrect, inaccurate, or unlawful information they have provided.
- 2.3. Once the order is placed, BURBAN sends the Client an email confirming the order. BURBAN also informs the Client of the shipment of the Products.
- 2.4. The Client can modify their data by contacting BURBAN's customer service at the email address [burban.assistance@outlook.com](mailto:burban.assistance@outlook.com).

## 3. PRODUCTS

The products offered are those listed on BURBAN's website. Each product is accompanied by a detailed description and its price in euros, including all taxes (TTC).

## 4. PRICE

The product prices are stated in euros and exclude applicable French taxes (VAT, shipping fees), while the order processing and packaging fees are included.

The shipping costs, order processing fees, and packaging fees are shown at the time of the order and are clearly stated before the final confirmation of the order.

Prices may be modified at any time without notice, especially in the event of changes to fiscal or economic data. The items will be invoiced based on the rates in effect at the time the order is placed.

## 5. ORDER

- 5.1. Any order will only be validated after payment has been accepted.
- 5.2. BURBAN reserves the right to cancel or refuse an order in the event of a dispute with the Client regarding a previous order.
- 5.3. Orders are accepted by BURBAN within the limits of available stock. BURBAN informs the Client of the availability of the Products sold on the Site at the time of viewing the Product.

If, despite BURBAN's vigilance, the products are unavailable, BURBAN will inform the Client by email as soon as possible. The Client may then request the cancellation of their order by contacting BURBAN's customer service at the following email address: [burban.assistance@outlook.com](mailto:burban.assistance@outlook.com). If applicable, any amounts already paid by the Client will be fully refunded. The definitive or temporary unavailability of the products shall not, under any circumstances, hold BURBAN liable, nor shall it entitle the Client to any compensation or damages.

## 6. PAYMENT

The full payment must be made at the time of the order. Under no circumstances will the amounts paid be considered as deposits or down payments. The Client can pay for their order by credit card (Visa, Mastercard, American Express, Discover, Diners Club, JCB, and China UnionPay worldwide), as well as by the following payment methods: **Klarna, iDEAL, Giropay, EPS, Bancontact, BLIK, PayPal, Link, Google Pay, and Apple Pay**, in accordance with the provisions of this article.

BURBAN does not accept payments by check or bank transfer. The Client must use the other available payment methods provided.

For any transaction, the Client must provide the necessary information according to the chosen payment method:

- **Credit Card:** The number on the front of the card, the expiration date, and the security code on the back (last three digits).
- **Klarna:** Follow the instructions provided by Klarna during the payment process.
- **iDEAL:** Log into your online banking service to authorize the payment.
- **Giropay, EPS, Bancontact, BLIK:** Follow the specific payment instructions provided by the chosen service.
- **PayPal:** Log into your PayPal account to complete the transaction.
- **Link, Google Pay, Apple Pay:** Use the corresponding app to authenticate and complete the payment.

No cash-on-delivery shipments will be accepted, regardless of the reason.

BURBAN retains ownership of the item until the full price is paid by the Client. Purchases are made securely. The payment solutions offered by BURBAN are fully secure. For payments by credit card (Carte Bleue, Visa, and e-card), all information provided by Clients to BURBAN is strictly protected and ensures the compliance and security of each transaction.

A loan is a commitment and must be repaid. Verify your repayment capacity before committing.  
Payment in installments is available with Klarna.

If you pay for your order in installments, you agree to Klarna's customer terms and conditions as well as the specific terms and conditions for BURBAN customers provided by Klarna.

## **7. DELIVERY**

BURBAN delivers its Products in France, throughout the European Union, and worldwide. The Products are shipped to the address provided by the Client at the time of the order. Delivery cannot be made to hotels or post office boxes. The delivery times indicated on the site are indicative and reflect the average processing and shipping times. To ensure these timelines are met, the Client must ensure that they provide accurate and complete delivery address information (including, but not limited to: street number, building number, stairways, access codes, names and/or intercom numbers, etc.).

In case of a delivery delay exceeding **[30 working days]** and if the Product has not yet been shipped, the Client must contact BURBAN's customer service at the following email address: [burban.assistance@outlook.com](mailto:burban.assistance@outlook.com).

If the item has been shipped before receiving the cancellation of the order due to a delivery delay of more than **[30 days]**, BURBAN will proceed with the refund of the item and shipping and return fees upon receipt of the product, provided it is returned complete, in its original condition, with all tags.

BURBAN commits to informing the Client of the progress of their order processing.

In the case of damaged packages (opened, missing products, etc.), the Client agrees to notify both the carrier and BURBAN, by any means, of any issues within 3 days of receiving the product.

BURBAN cannot be held responsible for any consequences resulting from delivery delays that are not caused by BURBAN.

## **8. RETURNS & REFUNDS OF PRODUCTS**

### **Right of Withdrawal**

The return shipping costs are the responsibility of the Client, except in the case of a manufacturing defect or an error in the original order.

Within (30) days from the receipt of the order, the Client may request the return of the Product(s) to BURBAN.

To initiate a return, the Client must first contact BURBAN's customer service at [burban.assistance@outlook.com](mailto:burban.assistance@outlook.com) to obtain all the necessary information.

No returns, refunds, or credits can be made for Products on sale or in special sections of our Official Site.

The return is at the Client's risk.

The Product must be returned in its original packaging, in its original condition, unused, and unwashed.

If the Client fails to comply with these conditions, particularly the return conditions, BURBAN will not be able to process a refund or issue a credit for the affected Products.

## **9. WARRANTIES & LIABILITY**

BURBAN is bound by an obligation of means for all stages, from accessing the Site to the shipment of the package or subsequent services. BURBAN's liability cannot be engaged for any inconvenience or damage inherent in the use of the internet network, including service interruptions, external intrusions, the presence of computer viruses, or any event classified as force majeure, in accordance with the law and case law.

BURBAN cannot be held responsible for any damage resulting from the incorrect use of the products by the client.

## **10. INTELLECTUAL PROPERTY**

Under no circumstances is the Client authorized to download or modify any part of the Site, including its content (listed products, descriptions, images, videos, etc.).

The Site, in whole or in part, may not be reproduced, sold, or exploited for commercial purposes without the written permission of BURBAN.

In general, all copyrights, trademarks, and other distinctive signs and intellectual property rights displayed on the Site will remain the full and exclusive property of BURBAN.

The Client is therefore required to respect intellectual property rights and may not use the trademarks displayed on the Site or on the Products, if applicable, or register any trademark that would harm the rights holder, unless otherwise specified in a contractual provision.

The same applies to any other intellectual property rights.

## **11. CLIENT DATA CONFIDENTIALITY**

BURBAN agrees to use the confidential information of Clients only within the scope of operating its Site.

To process orders, the collected data is subject to computerized processing, of which the Client acknowledges having been informed.

In this regard, the information concerning the Client may be shared with BURBAN's service providers.

Furthermore, BURBAN may apply technical means to collect non-personal information about internet users, intended to improve the website.

In accordance with law 78-17 of January 6, 1978, as amended by the law of August 6, 2004, the Client has the right to access and correct their personal data held by BURBAN. Any request for modification should be sent by email to: [burban.assistance@outlook.com](mailto:burban.assistance@outlook.com).

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