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ZeniMax Europe Limited Haymarket House, 28/29 Haymarket Square, London SW1Y 4SP, United Kingdom

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Si Vous résidez en France, le PROPRIETAIRE reste tenu de la garantie légale de conformité mentionnée aux articles L. 217-4 à L. 217-12 du Code de la consommation si vous avez acheté une copie physique du LOGICIEL, et de celle relative aux défauts de la chose vendue, dans les conditions prévues aux articles 1641 à 1648 et 2232 du Code civil.

Informations sur les garanties:

Article L. 217-4 du Code de la consommation : Le vendeur livre un bien conforme au contrat et répond des défauts de conformité existant lors de la délivrance.

Il répond également des défauts de conformité résultant de l'emballage, des instructions de montage ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité.

Article L. 217-5 du Code de la consommation : Le bien est conforme au contrat :

- 1° S'il est propre à l'usage habituellement attendu d'un bien semblable et, le cas échéant :
- s'il correspond à la description donnée par le vendeur et possède les qualités que celui-ci a présentées à l'acheteur sous forme d'échantillon ou de modèle ;
- s'il présente les qualités qu'un acheteur peut légitimement attendre eu égard aux déclarations publiques faites par le vendeur, par le producteur ou par son représentant, notamment dans la publicité ou l'étiquetage ;
- 2° Ou s'il présente les caractéristiques définies d'un commun accord par les parties ou est propre à tout usage spécial recherché par l'acheteur, porté à la connaissance du vendeur et que ce dernier a accepté.

Article L. 217-12 du Code de la consommation : L'action résultant du défaut de conformité se prescrit par deux ans à compter de la délivrance du bien.

Article L. 217-16 du Code de la consommation : Lorsque l'acheteur demande au vendeur, pendant le cours de la garantie commerciale qui lui a été consentie lors de l'acquisition ou de la réparation d'un bien meuble, une remise en état couverte par la garantie, toute période d'immobilisation d'au moins sept jours vient s'ajouter à la durée de la garantie qui restait à courir. Cette période court à compter de la demande d'intervention de l'acheteur ou de la mise à disposition pour réparation du bien en cause, si cette mise à disposition est postérieure à la demande d'intervention.

Article 1641 du Code civil: Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus.

Article 1648, alinéa 1 du Code civil : L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur dans un délai de deux ans à compter de la découverte du vice.

Si Vous souhaitez obtenir de plus amples renseignements sur Vos droits, veuillez contacter une association de consommateurs ou un avocat.

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