

Terms of Sales

General terms and conditions of sale (online support)

1. Designation of denominations

-the term "Company" refers to SARL _ WDS COMPANY.

- The term "Customer" refers to any natural or legal person who subscribes to a one-time remote troubleshooting intervention or a monthly troubleshooting subscription offer for one or more computers.

- the term "Site" refers to the website <http://www.sitsh.fr>. Object

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the online sale of goods offered by the Site.

Any order placed through the Site entails the Customer's acceptance, without any restriction, of these general conditions of sale.

2. Order taking

Any order under a service appearing in the online store of the Site implies consultation and prior acceptance of these general conditions of sale. The click of validation of the order implies a full acceptance of the present. This click has the value of "digital signature"

3. Order Confirmation

The contractual information will be confirmed by e-mail to the address indicated by the consumer in the order form.

4. Proof of transaction

The computerized registers, kept in the Company's computer systems under reasonable security conditions, are considered as proof of communications, orders and payments between the parties. The archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as proof.

5. Response times

The company's interventions begin within 48 hours maximum. Interventions generally take place between 8 a.m. and 8 p.m.

However, they are possible at other times, particularly in the event of delays or heavy traffic on our site.

The Customer may also request to carry out repairs in the evening or early in the morning, subject to acceptance by the Company.

The Company cannot be held liable for damage resulting from a delay in the intervention.

The company will inform its Customers on the site during the holiday periods during which no service can be performed.

6. Response

The Company intervenes only remotely within the framework of these offers for remote troubleshooting services. The Company can only intervene if the Customer's computer is still connected to the Internet. In the event that the customer's computer does not respond, the customer must have his computer repaired by a computer repairer of his choice.

7. Reimbursement of unsuccessful interventions

Remote computer troubleshooting interventions are possible provided that the Customer's computer and Internet connection allow it.

In the event that the connection with the Customer's computer is impossible, we will proceed to your refund immediately.

If the objective of an intervention as defined in its description is not achieved, the intervention will be fully reimbursed.

8. Right of withdrawal

By placing an order on the site, the Customer accepts and requires that the service(s) ordered begin(s) before the end of the withdrawal period.

The Customer is therefore aware that he loses his right of withdrawal as soon as the intervention has begun.

9. Safeguard duty

The Customer must make a backup copy of its data and programs. The Company cannot be held responsible in the event of loss or destruction of programs and data that may occur during an incident of

of any nature whatsoever during the performance of its computer troubleshooting mission.

10. Liability

The Company cannot be held liable for any direct or indirect damage caused by a hardware problem or in the event of loss of data. The customer must safeguard his personal data.

11. Product Information

Every effort has been made to ensure the accuracy of the information presented on the Site. The Company or its suppliers are nevertheless not responsible for the consequences, incidents, special damages resulting from electronic transmissions or the accuracy of the information transmitted even in if the Company is aware of the possibility of such damages. Product and manufacturer names and brands are used for identification purposes only. The photos, descriptions and prices of the products are not contractual.

12. Confidentiality and data protection

All the data that you entrust to us is in order to be able to process your orders.

By virtue of law no. 78-17 of January 6, 1978 relating to data processing, files and freedoms, you have with the Company a right of rectification, consultation, modification and deletion of the data that you communicated to us. This right can also be exercised online.

All information and personal data concerning the Customer of which the Company may become aware at the time of its remote computer troubleshooting interventions will be and will remain strictly confidential unless this disclosure or communication is required by law, in accordance with articles 434-1 and 434 -3 of the Penal Code.

13. Duration of the contract and termination clauses

This contract is concluded for the duration set out in the special conditions. The subscription will end automatically at the end of this term. You can re-subscribe from year to year if you wish. The subscription contract cannot be stopped for the duration of the subscription. Non-payment of an installment by the customer will result in a permanent or temporary suspension of our services as well as the claim for all of the remaining installments until the end of the customer's subscription.

In the event of early termination at the fault of the customer, all the installments paid by the customer will remain definitively acquired for the Company and the remaining royalties until the end of the contract will be immediately due and must be paid by the customer within 30 days following the termination.

14. Force majeure

None of the parties will have failed in their contractual obligations, insofar as their execution will be delayed, hindered or prevented by a fortuitous event of force majeure. Will be considered as a case of force majeure any irresistible fact or circumstance, external to the parties, unforeseeable, inevitable, beyond the control of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts.

The party affected by such circumstances will notify the other within ten working days of the date on which it becomes aware.

The two parties will then come together, within three months, unless this is impossible due to force majeure, to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued.

If the case of force majeure lasts longer than one month, these general conditions may be terminated by the injured party.

Expressly, are considered as cases of force majeure or fortuitous events, in addition to those which are usually retained by the jurisprudence of the French courts and tribunals: the blocking of means of transport, earthquake, fires, storms, flood, lightning, the shutdown of telecommunications networks or difficulties specific to telecommunications networks external to customers.

15. Partial non-validation

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will retain their full force. and their scope.

16. No Waiver

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in the context of these general conditions of sale cannot be interpreted for the future as a claim to the obligation in question.

17. Applicable law and Jurisdiction

These general conditions are governed, interpreted and applied in accordance with French law.

This is the case for rules of substance as well as for rules of form.

In the event of a dispute or complaint, the consumer will first contact the Company to obtain an amicable solution.

Any dispute relating to or arising from these presents or from the execution of the contract concluded between the parties is submitted to the competent courts within the jurisdiction of the headquarters of the company.