

Updated 20th May 2017

These General Terms and Conditions of Sale govern all the rights and obligations of the buyer and of the seller for all orders placed remotely via the Internet site [www.universal-piper.com](http://www.universal-piper.com).

By placing your order in the « PURCHASE » section on the Universal Piper Internet site, the customer declares to have read and accepted these applicable terms and conditions which are in force when the order is validated.

## **PREAMBLE**

This site is published by Mickaël Coulon, autoentrepreneur, 120 route du Vergoz 29470 Plougastel-Daoulas, France, registered with the BREST Registry of Trade and Companies under number 829 714 955.

It can be accessed by Internet at the following address: "www.universal-piper.com" (hereinafter the Site).

These general terms and conditions (hereinafter the "General Terms and Conditions of Sale") govern without restriction the sales of the software Universal Piper Bagpipe Lab for Windows and OSX Operating Systems (hereinafter "Products") made between Mickaël Coulon and the Customers on the site [www.universal-piper.com](http://www.universal-piper.com). Any order of the Product offered on the Site implies the Customer's full acceptance of these General Terms and Conditions of Sale. They constitute, with the validation and confirmation of the order, the contract concluded between Mickaël Coulon and the Customer.

Mickaël Coulon reserves the right to modify these General Terms and Conditions of Sale at any time by publishing a new version on the site. The General Terms and Conditions of Sale applicable are those in force on the site on the date the order is placed.

For any question or claim, Mickaël Coulon can be reached by mail : [support@universal-piper.com](mailto:support@universal-piper.com)

## **ARTICLE 1. PURPOSE**

These General Terms and Conditions of Sale govern the rights and obligations of the Parties resulting from the sale of the Product offered on the Site.

The Product purchased via the site [www.universal-piper.com](http://www.universal-piper.com) is sold by Mickaël Coulon (hereinafter referred to as Seller) which offers it, to natural or legal persons (hereinafter referred to as Customers).

The validation of these General Terms and Conditions of Sale and the Customer's payment constitute proof of the conclusion of a contract between the Seller and the Customer, which will be governed by these Terms and Conditions. Customers must be of legal age and have the legal capacity to conclude such a contract, otherwise it will not be valid.

## **ARTICLE 2. PRODUCT**

The Customer may purchase the Product at the price indicated on the Site on the day he places his order.

The Product description as well as screenshots of the Product are available on the Site and are as faithful as possible to reality. The Product is available for download on the Site and can be fully evaluated. Only a random silence limits the exploitability of the Product.

### **ARTICLE 3. HOW TO ORDER THE PRODUCT**

In order to place an order on the Site, the Customer shall :

a) Provide his full name, e-mail adress and postal address (town and country) and, as an option, the installation codes of the computers, the Customer wishes to install the Product on, and information regarding the intended use of the Product. This information will be protected in compliance with Article 8 below.

The accuracy of the personal data provided by the Customer falls within his exclusive responsibility; in no event will the Seller check the reality of this information and may not in any case be held responsible if certain incorrect information hinders the proper execution of an Order.

b) Accept without reservation the General Terms and Conditions of Sale and the End User License Agreement. By proceeding to the payment, the Customer accepts those terms;

c) Proceed to the payment by clicking on the « Purchase Universal Piper for 69€ now ». The payment will be performed through Paypal. The Customer will be able pay either using its Paypal account or with his back card. The list of accepted bank card is available on Paypal payment page.

The validation of the payment on the Paypal site by the Customer constitutes acceptance of the prices and characteristics of the Product purchased on the Site, as well as of these Terms and Conditions.

d) Following the payment, a payment confirmation email summarising the details of the Order is sent to the Customer, to the email address indicated on the transmission of his contact details, no later than 24 hours following acceptance of the payment.

The Order confirmation is recorded in the registers of the Seller, themselves kept on a reliable and sustainable medium. The Customer accepts that the Order confirmation is considered as proof of the contractual relations concluded with the Seller on its Site.

The Order will be considered as definitive and the contract between the Seller and the Customer concluded only on receipt by the Seller of payment of the price by the Customer.

In compliance with Article L122-1 of the Consumer Code, the Seller reserves the right not to validate the Order on legitimate grounds.

e) Once the Order is placed, the Customer can ask for the Product activation. If the Customer hasn't indicated its 2 (two) installation codes of the Product when placing the Order, the Customer can ask of the Product activation by mail, using the e-mail address he indicated during purchase. The Seller will transmit, in return, a activation code for each of the 2 (two) provided installation code. The term of use of the Product and its activation are described in the End user License agreement.

### **ARTICLE 4. PRICE AND PAYMENT**

#### 4.1 Price

The price of the Product is indicated excluding Value Added Taxes as VAT is not applicable (article 293 B du CGI)

#### 4.2 Terms of payment of the Order

The Customer pays his order through Paypal using its Paypal account or by bank card in compliance with the provisions of this article.

The Customer warrants that he is the holder or authorised to use the Paypal account or the payment card used when paying the Order.

The payment will be considered effective after Paypal agreement of the payment. The payment of the Order by the Customer is irrevocable, without prejudice to the Customer's right to exercise his right of withdrawal.

The ownership of the Product is only transferred to the Customer after full payment of the price by the latter.

### **ARTICLE 5. DELIVERY OF THE ORDER**

The Seller doesn't provide the Customer with a physical media of the Product. The Product is exclusively available for download on the Site.

The Seller provides the Customer only by mail with the activation codes, allowing the use of the Product without random silences.

### **ARTICLE 6. WARRANTIES**

The Product is delivered « as it is » without warranty of any sorts in particular on contingent defects or bugs.

### **ARTICLE 7. DIRECT OR INDIRECT DOMMAGES**

The Seller shall not be held liable for any direct or indirect dommages resulting of the installation or use of the Product by the Customer.

### **ARTICLE 8. RIGHT OF WITHDRAWAL**

In compliance with Article L120-20 of the Consumer Code, the Product activation can be considered as descaling a software therefore no withdrawal shall be authorized. Besides the Product being available for download and evaluation by the Customer without time constraint before the Order and being fully fonctionnal, except for random silences, the Customer is in position to test thoroughly the Product before ordering it.

## **ARTICLE 9 – PERSONNAL DATA**

The information provided when placing an Order will be subjected to computer processing. It is processed by computer in order to manage sale and customers

This information shall only be adressed to the Seller and shall not be provided to any third party.

According to the [Data Protection Act of January 6th, 1978](#), you have at any time, a right of access to and [rectification](#) of all of your personal data. If you wish to exercise this right and gain access to your personal data, please write to [support@universal-piper.com](mailto:support@universal-piper.com). You may also oppose, for legitimate reasons, [the processing of your personal data](#). For more information, [consultez vos droits sur le site de la CNIL](#).

## **ARTICLE 10 : INTELLECTUAL PROPERTY**

The Seller is the sole holder of the "Universal Piper" trademark along with all the figurative elements present on the Site.

The Seller is also the holder of the intellectual property rights on the Site and of the right to disseminate the Product which appear in the e-shop's catalogue and in particular the photographs for which it has obtained the necessary authorisations from the persons and authors concerned.

Consequently, the partial or total reproduction, on any medium whatsoever, of the component elements of the Site, of the "Universal Piper" trademark or of the catalogue, their use and their provision to third parties is formally prohibited.

## **ARTICLE 11 : PROOF**

The Customer is informed that the computer records, kept in the Seller's IT systems in reasonable conditions of security, will be considered as proof of communication of orders and of the payments made between the parties.

The information delivered by the Internet Site will be taken as authentic between the parties. The filing of purchase orders and invoices is carried out on a reliable and sustainable support which may be presented as evidence, the probative value of which is the same as that granted to an original signed copy on paper.

## **ARTICLE 12 : FORCE MAJEURE**

The performance of the obligations of the Seller may be suspended in the case of a Force Majeure event, as defined by the case law of the French Courts, which may prevent such performance.

The Seller will inform the Customer of the occurrence of a force majeure event within seven (7) days of its occurrence. In the event where this suspension continues after a period of 30 (thirty) days, the Customer will have the possibility to terminate the Order in progress affected by the Force Majeure, and will then be reimbursed the price of the Product ordered.

### **ARTICLE 13 : ENTIRE AGREEMENT**

These General Terms and Conditions of Sale express the entire obligations of the Seller and of the Customer. No other general or special condition communicated by the Customer may be included or derogate from these General Terms and Conditions.

### **ARTICLE 14 : NON-WAIVER**

The fact that the Seller does not invoke a breach by the Customer of any one of its obligations may not be interpreted as a waiver of the obligation in question, and to invoke this breach at a later date.

### **ARTICLE 15 : SEVERABILITY**

If one of several stipulations of these General Terms and Conditions of Sale is held invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will remain in full force and effect.

### **ARTICLE 16 : DISPUTE**

These General Terms and Conditions of Sale are subject to French law, both for rules of substance and of form.

In the absence of an amicable agreement between the Seller and the Customer, the dispute will be brought before the competent courts.

Article 9 and 10 (Personal data / Intellectual Property) of these General Terms and Conditions of Sale also apply as Conditions of Use of the Site in the relationship of the Seller with any user of the Site who has not placed an Order.