

General terms and conditions of sale

www.dodane1857.com website

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Article 1: Application of terms and conditions

The following general terms and conditions of sale apply to all orders made using our website www.dodane1857.com. They govern the contractual relations between ANODE, the company responsible for the www.dodane1857.com online shop, and the customer. ANODE has headquarters at 2 Chemin des Barbizets, 25870 Châtillon le Duc, France. It is a public company with a capital of 10,000 euros (Registry of Commerce RCS Besançon, trade registration SIRET number 438 664 062 00017, principal activity code APE 511R, VAT registration n° FR 8 54 386 64 062 000 17). Customers of www.dodane1857.com, by virtue of ordering online, are deemed to have accepted these terms and conditions of sale without reservation, and the company also reserves the right to modify the terms and conditions at any time. The applicable terms will be those in effect on the website at the time of the customer's order.

Article 2: How to order

If you would like to place an order, you must first identify yourself. For this purpose, you should complete the online identification form at your disposal according to the instructions provided. The form includes information required for your identification: specifically, your first and last names, mailing address, telephone number, email address, and billing and delivery addresses.

This contractual information will be subject to confirmation by email. In certain cases, we may ask for proof of identification. The customer will be advised by email of any documents required in order to obtain final validation of his order.

Ø Information provided by the customer

The customer must verify that the information provided concerning the delivery address is complete and correct. ANODE will not be held responsible for possible typographical errors made by the customer and their consequences, such as a delay or error in delivery. All costs associated with redirecting the order in such cases will be the responsibility of the customer.

Ø Following the order

The customer will be advised by email of the processing and shipment of his order.

The order will be processed and shipped no later than 8 working days following the date of final validation of the order by our company (payment received and verification of the order completed).

Article 3: Conclusion of the contract and legal capacity

By placing an order online, the customer acknowledges that he has been informed of the fact that his agreement to these general terms and conditions does not necessitate his written signature. In accordance with article 1341 of French Civil Law, any order completed by the customer by "double clicking" constitutes an irrevocable acceptance which cannot be reversed except in the limited circumstances foreseen in these terms, such as the "right of cancellation" and "availability".

The "double click", combined with procedures for verification, non-revocation and protection of the validity of messages, constitutes an electronic signature. This signature has the value of a written signature between the parties to the contract.

The customer thus makes a binding offer to purchase on clicking on the button "Place order" to express his agreement to and acceptance of the terms and conditions of sale. At this point, the order is recorded and an order number is assigned and communicated to the customer. Confirmation of the order is sent to the customer by email.

In placing the order, the customer declares that he has the legal capacity to agree to the terms and conditions of sale.

Article 4: Right of cancellation

For the general public: as stated in article L.121-16 and the following articles of the French Consumer Code, the customer has 7 working days from the date of delivery of an order to return any article which is not satisfactory for exchange or refund without penalty. The cost of returning the article is the responsibility of the customer.

All returns should be reported in advance to the Customer Service department by emailing info@dodane1857.com or by telephoning 0033 381 588 802. At the same time, the customer should send a letter cancelling the purchase (preferably by registered mail) to ANODE S.A.R.L., 2 Chemin des Barbizets, F25870 Châtilion le Duc, France.

All goods subject to return by the customer should be returned in their original condition and packaging, suitable for resale. An exchange or refund will not be provided for any goods which are damaged or incomplete, or for which the original packaging is damaged or missing. For returns, merchandise is shipped at the risk of the customer (insurance is recommended).

Refunds will be made within one month of receipt of the return (this delay is required for technical verification of the product). In the case of payment by credit card, the card will be refunded directly; otherwise, refunds will be made by cheque or bank transfer.

Article 5: Products and availability

Products offered comply with requirements of current French law and norms applicable in France. Goods presented for sale on the website are accompanied by a detailed description which enables the potential customer to know the key characteristics of the products he wishes to buy before finalizing his order (Article L111-1 of the French Consumer Code).

The photographs presented on the website are not contractually binding. ANODE cannot be held responsible for any modifications made to products.

Products offered and their prices are subject to availability. As our production is limited, deliveries will be prioritized according to the date of orders. ANODE cannot be held responsible for products which are no longer available or for possible deferment of delivery due to availability, and these circumstances will not entitle the customer to damages or interest. Nor can the company be held responsible for non-performance of the contract in case of temporary or permanent unavailability of the product, or in case of force majeure, such as public disturbance, strikes or work stoppages notably of postal services and transportation and/or communications systems, floods or fire.

On receipt of your order, we will verify the availability of the product ordered. If the product is unavailable, the customer will be informed by email or by telephone as quickly as possible. As products are produced in limited series, ANODE will undertake, based on the customer's choice, to make a refund by cheque or to deliver the product ordered within 150 days of order confirmation.

The date of order confirmation is:

- The date of the online order in the case of payment by credit card
- The date of our receipt of funds in the case of payment by bank transfer, PayPal or Western Union.

Article 6: Prices

ANODE, as owner of the www.dodane1857.com website, reserves the right to modify its prices at any time but will apply the prices which are indicated as being in effect at the time of the order, subject to availability on that date.

Prices shown on the website are stated in euros and include all taxes, but do not include delivery costs. The price is payable on the date of order.

Any order for delivery to a country outside of the EEC or French overseas departments or territories will receive special invoicing on receipt of proof of shipment to a country benefiting from VAT exemption. Outside of the European Union and depending on legislation in the country of delivery, customs duties and taxes may be claimable by the customer from the tax department of the country of delivery.

Shipping costs will be added to prices and calculated according to the shipping method and choice of carrier selected by the customer. Delivery costs will be shown online when you have selected a product, and repeated in the order summary before your confirmation of the order.

Article 7: Payment

Payment options:

Two methods are available to the customer for paying for his order: by immediate credit card payment on the website or by bank transfer (transfer with an IBAN code, PayPal, Western Union) through our mail order department. Orders paid for by transfer will not be processed until our receipt of the funds. Availability and shipping times should be recalculated as of this date.

The company reserves the right to request a cashier's cheque and/or proof of identification and/or proof of the customer's home address.

Confirmation of an order by credit card is deemed to be agreement to pay the price including all taxes, except for proof of export of the order outside of the EEC and associated costs.

Our website operates on a secure system. We have adopted the SSL encryption process, but have also reinforced all scrambling and encryption processes in order to provide the greatest possible protection of personal information related to payment.

A fully secured environment is provided to the customer on the secure bank servers of our partner CIC for indicating the type of card (VISA, Eurocard, MasterCard, Carte Bleue), card number, CVV (card verification number), expiry date and cardholder name (as shown on the credit card).

Full settlement of the order

Full settlement is due on ordering. The company reserves the right to refuse to honour an order or make delivery if we judge that proof of the customer's identification and home address are insufficient to establish the accuracy of information related to payment and delivery.

Article 8: Payment validation and order acceptance

Whether payment is made by credit card or transfer, validation of the order is not effective until the amount of the order is collected. The company reserves the right not to process the order if authorisation for payment is refused by financial companies and/or by the agency responsible for verifying information. In such cases, ANODE will be under no obligation to justify the facts.

Information related to your order is subject to automated data processing by FIA-NET S.A. The objective of this automated processing is to limit the extent to which transactions must be analyzed and to combat credit card fraud.

FIA-NET S.A. and ANODE are the recipients of the information related to your order. Failure to provide the information required for your order prevents analysis and completion of your transaction.

Non-payment arising from fraudulent use of a credit card will lead to inclusion of the name and address associated with your order in a payment incident file maintained by FIA-NET S.A. An irregular declaration or anomaly may also be subject to special handling.

The “Identity and Security Verified” program (FIA-NET logo)

Your purchase on the www.dodane1857.com website gives you the opportunity to participate in the “Identity and Security Verified” program operated by FIA-NET S.A. By means of two customer satisfaction questionnaires measuring the quality of service provided to you throughout the purchase process, you can tell us about your personal experience with our company, and share this information with other Internet users on the FIA-NET website. These questionnaires may be sent to you by FIA-NET or by [dodane1857](http://dodane1857.com) by email or in a pop-up window appearing after your purchase. The information collected in these two questionnaires is subject to automated data processing under the responsibility of FIA-NET S.A. Partial answers or the absence of a response to one or both of the satisfaction questionnaires has no effect on the course of your order or on its processing.

FIA-NET S.A. and the www.dodane1857.com website are the recipients of the information bearing your name which is collected in these customer satisfaction questionnaires. Information which does not include your name will be used by FIA-NET in accordance with current regulations and, in particular, those concerning the protection of personal information.

In accordance with French law dated January 6, 1978 concerning Information Technology and Liberties, you have the right at all times to access, rectify and object to all personal information collected, by sending a letter including proof of your identity to FIA-NET – Service Informatique et Libertés, 22 rue Drouot, 75009 Paris, France.

Despite the procedure of verifying orders on its website www.dodane1857.com, ANODE cannot be held responsible for any embezzlement or fraudulent use of any method of payment.

Article 9: Invoicing

A detailed invoice will be sent to the customer in his package.

Article 10: Delivery

Goods will be delivered to the address indicated by the customer on the order form. It is the responsibility of the customer or the person authorized to receive the delivery to verify that the delivery is correct and to check the physical condition of the goods in the presence of the carrier, in order to note any reservations on arrival and, if necessary, to take recourse against the carrier. Any anomaly in the delivery (damaged package, broken articles, etc.) must in all cases be indicated on the carrier's delivery slip in the form of detailed written reservations which are specific, dated and accompanied by the recipient's signature. (We remind you that the statement “subject to unpacking” has no legal value as opposition against a carrier.)

The customer should also report the anomaly to the carrier and to our company within 2 working days following the date of delivery, by registered letter explaining the complaint.

In signing the delivery slip, the customer accepts the goods delivered and their condition and consequently, no claim related to damages incurred during transport will be accepted.

Article 11: Delivery time

Delivery times are calculated on the basis of working days. The time indicated is based on average delivery times and reflects the time required for processing, preparing and shipping your order. The carrier's delivery time (postal service or express transporter) must be added to this time.

The period required for delivery begins on the date of payment for the order and of receipt of funds in case of payment by cheque.

If the product ordered is available and in stock, processing and shipping takes approximately 15 working days following receipt of order payment. If temporarily out of stock, given the fact that the product is one of a limited series, the time for restocking is approximately 150 days. In case of force majeure, or other circumstances beyond our control (natural disaster, strike, etc.) which delay or prevent the delivery of merchandise, ANODE is released of all responsibility and will refund the amount paid. No compensation can be claimed in connection with an order cancellation of this kind.

If delivery by the carrier is delayed more than 10 working days following the shipping date mentioned in the “notice of shipment” email, the customer is asked to report the delay by immediately contacting our Customer Service department by telephone or email. The company will pursue the matter with the carrier involved in order to locate the package. If the goods are recovered, they will be delivered to the customer's home address as quickly as possible; no additional expense will be incurred by the customer for this service. Otherwise, after obtaining a declaration of loss from the carrier, we will undertake to ship the product again or in case of permanent unavailability, will reimburse the customer for all funds received using the methods outlined in these terms and conditions.

Article 12: Transfer of ownership

All goods remain the full and unqualified property of ANODE until payment has been received in full for all amounts, including charges and taxes, which are due from the customer in connection with his order. However, the customer is responsible for the risk of loss, theft or destruction during the period from the delivery date to the date on which ownership is transferred.

Only the original buyer of this property is covered by the provisions of these general terms and conditions of sale.

Article 13: Guarantee

Backed by five generations of craftsmanship, our guarantee covers all manufacturing defects for a period of 2 years from the date of purchase, subject to your producing the guarantee card which we have completed and dated.

The watch delivered to you has successfully passed many very strict tests of quality. It has been manufactured using state of the art techniques, and first rate materials associated with a high-precision movement.

In case the watch stops or malfunctions during the 2 year guarantee period, it will be repaired free of charge by our Service department or by one of our authorized agents.

We guarantee the article sold against any hidden defect which renders it unusable for the purposes intended, for 2 years following the discovery of the defect.

Although it is very extensive, the guarantee nonetheless does not apply in certain cases: damage caused to exterior components or to the movement which result from abnormal utilisation by:

- Striking or accidentally dropping the watch,

- Negligent or careless handling (broken or scratched face, scratched case, twisted or badly rewound stem).
- Immersion in or contact with corrosives (bleach, saltwater, etc.)
- Immersion of the watch when it has been opened, with the cover unscrewed, and then closed again without a new verification of waterproofness.
- Operating controls under water.
- Prolonged exposure to the sun.
- Opening, repair or maintenance by a person who is not competent.

Furthermore, this guarantee does not cover normal wear to leather or metal watchstraps.

Finally, we are not bound by obvious defects which the customer could have noticed himself. To benefit from this international guarantee, it is necessary to produce the guarantee card which we have duly completed and signed.

For repairs and maintenance beyond this 2 year guarantee period, we recommend that you contact our Service department or our authorized agents, who are particularly well-informed about our techniques.

Since the product is a high-precision mechanical watch, we advise you to have it checked and waterproof seals changed by a qualified watchmaker at least once every two years.

All returns under guarantee should be reported beforehand to the Customer Service department by emailing info@dodane1857.com or by telephoning 0033 381 588 802 or by writing to ANODE S.A.R.L., 2 Chemin des Barbizets, F 25870, Châtillon le Duc, France.

For such returns, merchandise travels at the risk of the sender (insurance is recommended); the goods should be packaged appropriately.

Article 14: Privacy Policy

Our company guarantees not to communicate personal information provided by the customer to any third party other than FIA-NET S.A. In accordance with article 78-17 of the French law dated January 6, 1978, you have the right at all times to access and to rectify all personal information collected, by contacting the company. Information and details concerning the customer are required in order to manage orders and commercial relations.

Our manner of handling and storing customer information, and in particular of managing the personal and email addresses of users, has been documented in a declaration to the National Commission on Information Technology and Liberties (CNIL).

A paper and a computerized copy of every invoice will be conserved by ANODE in order to satisfy fiscal and legal obligations.

Article 15: Governing law and jurisdiction

These general terms and conditions are governed by French law. Contractual information is presented in French and the goods offered for sale comply with French regulations. Foreign customers should verify their rights with local authorities for use of the goods which they envisage buying.

In case of disputes or complaints, the customer should first contact ANODE in order to reach an amicable agreement. If this is not possible, litigation will take place before the district court of the location in which the defendant has its registered address.

For corporate customers, all differences relating to the establishment, execution and cessation of contractual obligations between the parties which cannot be settled amicably will be settled by the Tribunal of Besançon, in whose jurisdiction the headquarters of ANODE are located.

Article 16: Company name and address

A N O D E
 2 Chemin des Barbizets
 F.25870 Châtillon Le Duc / France
 Tel 0033 381 588 802
 Fax 0033 381 589 227
 Email: info@dodane1857.com
 Website: www.dodane1857.com
 A public company with a capital of 10000 €
 Registry of Commerce RCS Besançon
 Trade Registration SIRET 438 664 062 00017
 Principal Activity Code APE 511R
 VAT N° FR 8 54 386 64 062 000 17