GENERAL CONDITIONS OF SALE

It is specified that the present conditions govern the sales of works of the spirit by the Wind of Banks Publishing and prevail on all others.

ARTICLE 1 - Price

1.1 - The prices of our products are indicated in euro all inclusive of tax except share in the expenses of forwarding. With regard to the price of the book, this one is established in the strict respect of the law Lang 81-766 of August 10, 1981.

The rate of VAT applicable to the book paper is 5,5% in accordance with the legal provisions. The applicable rate for numerical works (numerical books, music, audio-visual, graphics and software) is 19,6% in accordance with the French law.

- **1.2** the prices of our products indicated on the site of the Wind of Banks Publishing get along except expenses of sending for the market products on support physical and having to be delivered to the customer. These expenses correspond to the usually applied postage rates and are calculated at the time of the order.
- **1.3** In the event of order towards a country other than the Metropolitan France you are the importer of the products concerned. For all the products dispatched except European Union and Dom-Tom, the price will be calculated net of tax automatically on the invoice. Customs duties or other taxes local or right of importation or taxes of State are likely to be exigible. These rights and sums do not concern the spring of the Wind Banks Publishing. They will be with your load and raise of your whole responsibility as well in terms for declarations as for payments to the authorities qualified or organisms for your country. We advise you to inform you about these aspects near your local authorities. All the orders, whatever their origin, are payable in euro.
- **1.4** The Wind of Banks Publishing reserve the right to modify its prices constantly but the products will be invoicees on the basis of tariff in force at the time of the recording of the orders. The products remain the property of the editions of the Wind of Banks until the complete payment of the price.
- 1.5 prices indicated on the site of the Wind of Banks Publishing relate to only the works sold by cheque or bank card. Concerning the audiotel payment, the fixed price is a variable average price according to country's of call and whose amount is recalled with the telephone number to be composed.

ARTICLE 2 - Order

On our Internet site: http://www.edveri.com/

For the moment, it is not possible to proceed to an order grouped on line. If the purchaser decides to acquire several works published by the Wind of Banks Publishing, it will be necessary to carry out an order by work. Our engineering department endeavours to improve this service in order to answer as well as possible waitings of our customers.

On the other hand, it is possible to group purchases paid by bank check joint with the purchase order of the Wind of Banks Publishing.

ARTICLE 3 - Validation

When you click on the Valider button after the process of order, you state to fully accept this one as well as the entirety of these General Conditions of Sale and without reserve.

The data recorded by the Wind of Banks Publishing constitute the proof of the whole of the transactions passed by the Wind of Banks Publishing and its customers.

The data recorded by the system of payment constitute the proof of the financial transactions. In the same way, any order is regarded as farm and final since the customer brings his signature for an order by mail.

ARTICLE 4 - Availability

We propose the whole of our funds, at the same time under numerical format (pdf, EVR, MP3, DIVX; JPG) and under format paper for the books without illustrations.

The numerical version of the books and graphic works is placed at your disposal on a page of remote loading to the exit of the procedure of payment in line or, in your electronic box, 48 hours after reception of the cheque of payment accompanied by your purchase order.

Works musical, audio-visual or multi-media are sent to you on Cd-rom in the 48 hours, except time of forwarding, according to the reception or the validation of the payment.

Concerning literary works, we do not have any stock of our works in version paper. The books are printed with the request. Thus, the treatment of the order is placed in two times:

- Impression of the books

All the books without illustrations of our catalogue are printed with the order, especially for you. The format paper is placed at the disposal of the public as from the numerical exemplary 30ème sold work. By its nature, impression with the request induced of the delivery periods slightly longer. They rise in general at 3 weeks.

- Forwarding of the order

The delivery periods are the postal times and depend on the place of delivery. As an indication, 2 days on the Paris area and 3 days on the remainder of the Metropolitan France.

The average time of delivery (impression + forwarding) is of approximately three weeks (wrought days).

ARTICLE 5 - Delivery

The products are delivered to the address of delivery which you indicated during the process of order.

ARTICLE 6 - Payment

The payment of your purchases can be carried out:

by credit card: Visa, eurocard, MasterCard,

or by audiotel. The price indicated by audiotel is an average price being able to change according to the duration of the telephone call.

ARTICLE 7: Security of payment

Our site uses the system of payment developed by our partner PAYPAL. This system is founded on the process of encoding SSL, the most powerful technology in this field currently.

ARTICLE 8 - right of retractation and return of the product

In accordance with the article L 121-20-2 of the Code of consumption the right of retractation cannot be exerted for the audio, video recordings or the software or computer files loosened by the customer or downloaded by or for the customer, as for the products made at the request of the customer (delivers paper printed to the request).

On the other hand, in the event of encountered difficulties relating to the defect of the product or with its nonconformity, we commit ourselves exchanging you the products not corresponding to your order (defective or not in conformity).

In this case we thank you for being so kind as to make state of it in a way detailed on the purchase order and for returning us the products.

L be editions of the Wind of Banks will carry out the exchange of the products.

ARTICLE 9 - Service Customers

For any information or question, our Clientèle service is at your disposal:

Tel.: 08 70 69 05 42

e-mail: contact@edveri.com

Mail: Editions du Vent des Rives (the Wind of Banks Publishing) - 1, rue Fronval - 78140 Vélizy-Villacoublay –France.

ARTICLE 10 - Intellectual property

All the texts, comments, works, illustrations and images reproduced on the site www.edveri.com are reserved for the title of the royalty like to the intellectual document of title and whole world. For this reason and in accordance with the provisions of the Code of the Intellectual Property, only the use for a private use, subject to provisions different even more restrictive from the code of the

intellectual property, is authorized.

Any other use is constitutive of counterfeit and sanctioned with the Intellectual document of title without the authorization preliminary of the Wind of Banks. Publishing

ARTICLE 11 - Responsibility

The offered products are in conformity with the French legislation into force. The responsibility for the Wind of Banks Publishing could not be committed in the event of nonrespect of the legislation of the country where the products is delivered (prohibition of a title...). It rests with to you to check near the local authorities the possibilities of importation or use of the products or services that your plan to order. The Wind of Banks Publishing could not be held for persons in charge for the inexecution of the contract concluded in the event of unavailability or out-of-stock condition of the product, of cause beyond control, disturbance or all-out strike or partial in particular of the mail service and means of transport and/or communications, flood, fire.

The sold files are normally healthy and without virus. However in the event of data-processing virus infecting the product, the responsibility for the Editions of the Wind of Banks could not be committed with some title that it is for the caused damage.

Bonds hypertextes can return towards other sites that the site of the editions of the Wind of Banks. The Wind of Banks Publishing decline any responsibility if the contents of these sites would contravene the legal and lawful provisions into force.

ARTICLE 12 - Applicable duty - conflict

The law applicable to the present contract, which is famous being concluded instead of the registered office from the Editor, is the French law. Any disagreement which can be born at the time of the present contract will be subjected to a conciliation, by way of mediation, before any recourse in front of the courts.

The courts of competent jurisdiction for the litigations relating to interpretation, the execution and the cancellation of this contract are the courts of the place of the registered office of the Wind of Banks Publishing.

ARTICLE 13 - Personal information

The Wind of Banks Publishing are committed not revealing with thirds information that you communicate to him. Those are confidential. They will be used by its internal services only for the treatment of your order and that to reinforce and personalize the communication and the cultural offer and of products reserved to the customers of the Wind of Banks Publishing.

However, when you go on www.edveri.com starting from certain sites partners of the wind of Banks Publishing and identified like such, the data concerning to you are likely to be exceptionally communicated to thirds.

If you do not wish it, thank you to indicate it to us via the addresses below.

Consequently, in accordance with the data-processing law and freedoms of January 6, 1978, you have a right of access, of correction, and opposition to the personal data concerning you. For that it is enough to us to make the line bid of it or by mail by indicating your name, first name to us, addresses:

e-mail: contact@edveri.com

Mail: Editions du Vent des Rives (the Wind of Banks Publishing) - 1 rue Fronval - 78140 Vélizy-Villacoublay – France.

Our site is also conceived to be particularly attentive with the needs for our customers. It is inter alia for that that we make use of cookies. The purpose of the cookie is to announce your passage on our site. The cookies are thus used by the Wind of Banks Publishing only with an aim of improving the personalized service which is intended to you.