

## General Terms and General Conditions

### ARTICLE 1 / PURPOSE AND IDENTIFICATION

These Terms and Conditions define the conditions applicable to sales made between, on the one hand, those wishing to make a purchase (hereinafter referred to as the "Customer") through the website [www.noscrumnowin.com](http://www.noscrumnowin.com) and secondly the company NSNW Sarl. whose trade name is NSNW with a capital of 64,200 euros which is headquartered in Clamart, France (92140), registered with the RCS in Nanterre under number 878 293 679. These conditions apply exclusively to non-commercial individuals.

### ARTICLE 2 / ORDER

The CLIENT can buy via the website [www.noscrumnowin.com](http://www.noscrumnowin.com).

The order implies irrevocable acceptance of these terms and conditions. These conditions of sale are subject to change, the applicable conditions are those in effect on the website [www.noscrumnowin.com](http://www.noscrumnowin.com) on the date of the placing of the order.

It is operated using the following procedure:

1. The CUSTOMER selects the products to buy and add them to your shopping cart called "basket" by clicking once on "add to cart".
2. To continue shopping or to order, the Customer must click on the button "continue shopping" or "order".
3. Where the purchases are completed, the CUSTOMER should click on the "order" button which will redirect the page to "finalize my order." The CLIENT will still have the possibility at this stage to change the order.
4. To finalize the order, the CLIENT must be connected to the CLIENT account to complete and confirm the details necessary for delivery. The order can be registered on the site if the user has clearly identified by the entry of the CLIENT code (corresponding to the email) and password selected. The CLIENT has the opportunity to spend an express order without creating password and therefore without saving customer account.
5. On the "finalize my order", the CLIENT must declare to have read the terms and conditions (GTC) and accepted them.
6. If the Customer does not wish to make changes to the order and / or coordinates, it must confirm the order by clicking on "pay my order". At this stage this second worth acceptance of contract.

Any order is taken into account after accepting payment.

After accepting payment, an order confirmation email will be sent to the CUSTOMER.

After confirming the transaction, the order number will be communicated to the CLIENT and an email confirming the systematic validation of the order of the CLIENT and shipment with its parcel tracking number.

### ARTICLE 3 / PRODUCT AVAILABILITY

NSNW undertakes to honor the orders received on the website only within the limits of available stocks. In the absence of availability of one or more ordered product (s), NSNW undertakes to inform the Customer as soon as possible. The order of the Customer will then be canceled automatically for the items concerned and the corresponding amount refunded.

### ARTICLE 4 / PRICES AND INVOICES

All product prices are indicated all taxes included, excluding postage.

NSNW reserves the right to change prices at any time without notice.

The products will be invoiced on the basis of the price in effect at the time of confirmation of the order and remain the property of NSNW until full payment is received.

The price will be payable in full at one time.

A consolidated invoice for the order will be available from the shipment of the order on the "My History" or "My Orders" account CUSTOMER.

## ARTICLE 5 / DELIVERY

We are based in France and we deliver to customers in France, Europe, United Kingdom and certain international markets.

Costs and methods of delivery

United Kingdom / Switzerland / Norway (customs zone)

Colissimo (3-5 days) €14,90 or free of charge for orders in excess of 160€

Europe (Customs free zone)

Colissimo (3-5 days) €9,90 or free of charge for orders in excess of 120€

DOM TOM

Colissimo (7-15 days) €24,90 or free of charge for orders in excess of 175€

International

DHL (7-15 days) €24,90 or free of charge for orders in excess of 175€

Certain taxes and customs may apply to orders outside of the European Union. In such instances, it is the customer who pays.

In France:

- Colissimo (48h). €4,99 or free of charge for orders in excess of €75
- Point Relais and La Poste Pick Up (3-4 days). €3,49 or free of charge for orders in excess of €75
- Click & collect\*: in our rugby bars in Paris (48h) €2,99 or free of charge for orders in excess of 49€

\* For customers who live in the Paris region why not choose our "click and collect" option and come collect your order in one of our Rugby bars in Paris. It is the cheapest option and you'll get the chance to meet one of the NSNW crew members ! PLEASE NOTE: we do not hold any stock in our bars, they are just for collection of orders placed on our website.

How long does delivery take?

France: 2 to 4 days depending on the option selected.

Europe: between 3 to 5 days

International: between 7 to 15 days.

## ARTICLE 6 / PAYMENT AND SECURITY

We accept payment from all major credit cards such as Visa and MasterCard, American Express, as well as Apple Pay and PayPal.

The order will be registered upon acceptance of payment by the banking service. The CUSTOMER must enter the card type, the name on the card, the card number, expiration date and the security code on the back of it in the locations provided for this purpose.

The bank account of the CLIENT will be charged at time of order placement.

Every step is taken to make sure that you can make your payment securely on [www.noscrumnowin.com](http://www.noscrumnowin.com). In addition to our SSL protocol (encryption of the credit card information), our payment interface with STRIPE PAYMENT and PAYPAL give us optimal payment security.

## GIFT CARDS

The NSNW gift card:

NSNW gift cards can be used in full and partially on all items on [www.noscrumnowin.com](http://www.noscrumnowin.com). They are valid for 12 months from the date of purchase. Gift cards are non refundable and non exchangeable. Returns received after a purchase via a gift card are accepted within 30 days. Gift cards can not be combined with one another, can not be combined with another promotional code, nor can they be combined with a commercial transaction.

NOTE: no refund will be made for a purchase made with a gift card. Your gift card will be recredited with an equivalent value that can be used within 60 days.

## ARTICLE 7 / RETURN AND REFUND

### 7.1 time

The CLIENT shall have a period of 30 clear days from the date of receipt of the order to return the article (s) not suited to him, and subject to compliance with the conditions set out below. Returns received out of time will be re-shipped to the customer. No refunds will be made.

### 7.2 Return Policy

The customer has 30 days from the moment you receive the order to return it. The product must be in perfect condition, in its original packaging, with labels attached, not worn, not washed ..)

For customers based in France the transport cost for returns is free.

For customers outside of France the costs of return is at the expense of the customer. Certain taxes and customs may apply to returns outside of the European Union. In such instances, it is the customer who pays.

In all cases, please contact us for information on how to proceed.

Just send us a mail at [info@noscrumnowin.com](mailto:info@noscrumnowin.com) or send us an SMS / WhatsApp +33(0)638133695 or send us a message via our Instagram account @nsnwrugby

### 7.3 Status of goods

All returned products must not have been worn, washed or damaged and must be returned intact in their original packaging (tissue paper, plastic sleeve, initial labelling).

Upon receipt of the package, NSNW will judge the state of the returned merchandise. No returns will be accepted and therefore no refund will be made if the returned products have been visibly used or damaged due to the CLIENT and that this use or damage render the product unfit for sale. Only returns from [www.noscrumnowin.com](http://www.noscrumnowin.com). orders will be accepted.

#### 7.4 Reimbursement of returns

In case of return in compliance with the conditions mentioned above, NSNW will refund the returned products no later than 20 days after the return of the goods. This refund will be made by transfer to the CLIENT's bank account.

### ARTICLE 8 / INTELLECTUAL PROPERTY

All elements of the site [www.noscrumnowin.com](http://www.noscrumnowin.com), whether visual or audio, are protected by copyright, trademarks or patents are the exclusive property of the company NSNW. Total or partial reproduction, modification or use of this mark, and more generally that of other intellectual property rights attached to the site, for any reason and on any medium whatsoever without prior express consent of the NSNW company is strictly prohibited.

### ARTICLE 9 / LIABILITY

The NSNW Sarl company has, for all stages of access to the website and the ordering process an obligation of means. Responsibility for NSNW can not be held for any inconvenience or damage arising from the use of the Internet, including interruption of service, external intrusion or presence of computer viruses or any other incident of force majeure, accordance with the case.

In addition, NSNW Sarl can not be held responsible in case the order would not lead or was prevented from meeting any of its obligations for a force majeure as defined in the case law, in particular in a strike or bad weather preventing the delivery of the order.

### ARTICLE 10 / STATUTORY WARRANTIES

#### 10.1 Legal guarantee of conformity and guarantee against hidden defects

The products have the legal guarantee compliance (Article L 217-4 and following of the Consumer Code) and the guarantee against hidden defects (Article 1641 of the Civil Code). Warranty is excluded in case of damages of external origin or consequential to misuse, improper handling, neglect or lack of maintenance by the Client, as in the case of normal wear and tear.

The guarantor of the defects of the thing sold is NSNW Sarl whose formal address is 6 Villa du Coteau, 92140 Clamart France.

When acting legal guarantee of conformity, the customer has a period of six months from delivery of the product to act, can choose between repair or replacement of the property, subject to conditions laid down cost Article L. 211-9 of the Consumer Code, is conducted to prove the existence of the lack of conformity of the property during the 6 months following delivery of the goods.

## **ARTICLE 11/PERSONNAL DATA**

### **REGULATORY FRAMEWORK**

In accordance with the Data Protection Act of 6 January 1978, and the General Data Protection Regulation (EU Regulation 2016/679 of 27 April 2016), NSNW processes the personal data of its customers and prospects, hereinafter referred to as Customer data and Prospect data.

### **TREATMENT MANAGER AND DPO**

The data controller is NSNW Sarl whose office is located at 6 Villa du Coteau, 92140 Clamart France

### **TYPE OF DATA COLLECTED**

The Customer and Prospect data collected by NSNW may be the following: name, surname, civility, email address, date of birth, postal address and delivery address, telephone number. NSNW also reserves the right to collect navigation data by the use of cookies, in accordance with the legislation in force. The cookie is a computer file stored on the hard disk of the Client's computer. It aims to report a previous visit of the Customer or Prospect on the website

Regarding the data of minors, NSNW undertakes not to create a customer account for a person under the age of 16

### **PURPOSES OF DATA TREATMENTS**

These Customer and Prospect data are collected as part of NSNW's clothing sales and management of the customer and prospect base through segmentation, prospecting, loyalty and communication by email or SMS.

### **Recipients**

The recipients of the data are NSNW's customer service, e-commerce marketing, as well as several payment providers such as Paypal, as well as our transport providers Colissimo, Mondial Relay and DHL to ensure the delivery of customer orders. Transfers of data with our service providers are contractually regulated and in accordance with the law in force, and are subject to an adequate level of data security.

### **Conservation**

The Customer or Prospect has a right to access and rectify data concerning him, and may also assert his right to erasure or right to be forgotten, as well as his right of opposition or right to portability .

For any request, simply write to NSNW Sarl at 6 Villa du Coteau, 92140 Clamart France or email [info@noscrumnowin.com](mailto:info@noscrumnowin.com)

On the other hand, the Customer or Prospect may deactivate the use of cookies at any time, by selecting the appropriate parameters of his browser. However, such disabling may prevent the use of certain features of the site [noscrumnowin.com](http://noscrumnowin.com)

Finally, any Customer or Prospect has the right to lodge a complaint before the competent supervisory authority (in France, this is the CNIL) concerning the processing of his personal data.

## RIGHTS OF THE PERSON CONCERNED

The customer or the right of access to a right of access and rectification of the data concerning him, and may also assert his right to the erasure or the right to be forgotten, as well as his right of opposition or right to portability. For any request, simply write to NSNW Sarl at 6 Villa du Coteau, 92140 Clamart France or email [info@noscrumnowin.com](mailto:info@noscrumnowin.com)

## ARTICLE 12 / LAW

These conditions are subject to French law. In the event of a dispute, NSNW and the CLIENT will try to resolve this issue amicably by means of the customer service, whose contact details are mentioned under article 17 below. For orders placed on the site, the CLIENT can also present any complaints on the dispute resolution platform posted by the European Commission: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer the complaint to the competent national ombudsmen.

## ARTICLE 13 / DURATION

These conditions apply throughout the line-up of the services offered by the company NSNW

## ARTICLE 14 / DISPUTES

These terms and conditions are subject to French law. In case of dispute, NSNW and the Customer will try to resolve this issue amicably.

In accordance with the provisions of the Consumer Code concerning the friendly settlement of disputes, NSNW adheres to the Service of the e-commerce ombudsman of the FEVAD (Federation of e-commerce and distance selling) whose contact details are: 60 Rue The Boétie - 75008 Paris - <http://www.mediateurfevad.fr>.

After prior written authorization from consumers to NSNW, the Ombudsman's Service can be seized of any consumer dispute, the settlement of which would not have been successful.

## ARTICLE 15 / PROOF

The records stored in computer systems NSNW company and its partners under reasonable security conditions, will be considered as evidence of communications, orders and payments between the parties.

## ARTICLE 16 / CUSTOMER SERVICE

For inquiries and questions, please contact NSNW:

- By email: [info@noscrumnowin.com](mailto:info@noscrumnowin.com)

- By mail: NSNW Sarl at 6 Villa du Coteau, 92140 Clamart France