

Policies

The following Terms and Conditions of Sale govern the relation between,
- firstly, the brand **Titelle**, represented by Mrs. Christelle Cenatiempo Jorda, designer and owner of the brand, named « The Vendor »
- and, secondly, the person making an order to “Titelle”, named « the Client».

I – Object

The following Terms and Conditions of Sale seek to define the contractual relations between “Titelle” and the “Client” for any sale or order made with the designer Christelle Cenatiempo Jorda, that the buyer be either professional or a private individual.

The acquisition of a good or service implies complete acceptance by the purchaser of these Terms and Conditions of Sale.

These terms and conditions shall prevail over any other general or special condition not specifically approved by Titelle.

Titelle reserves the right to modify these terms and conditions at any time. In this case, the applicable terms and conditions will be those in force on the date of the order by the purchaser.

II – Company Information

« Titelle » is an american registered sole proprietorship.

Registration: EIN 46-2550831

Address: 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA.

Workspace address: 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA.

Owner: Christelle Cenatiempo Jorda

Email: contact@titelle.com

III – The brand and copyrights

The brand Titelle and all its designs are copyrighted with INPI.

Any reproduction of the designs, images, sketches, logos, website designs, illustrations even partially is forbidden and subject to judicial proceedings.

[Sketches including the ones did for quote clients]

The brand Titelle ,

- for which the workspace is located in : 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA,

- and for which its online shops are accessible through these links:

<http://www.titelle.com>

<http://www.etsy.com/shop/titellecouture>
<http://www.alittlemarket.com/boutique/titellecouture>

is specialized in the handmade custom creation of corsets, bridal gowns, lingerie and accessories. Orders can be customized by the customer in accordance with the designer (fabrics, supplies, finishing ... etc).

IV – Order procedure and contractual relation

Through the website www.titelle.com the Client can make an order to Titelle contacting the designer directly through the website contact form or sending an email to contact@titelle.com, and describing the design desired among the collections published on the website.

The order will then be processed by sending an order form or a quote, with all the details related to the terms and time frame, that the Client will have to complete and sign. After which, the designer will confirm the order with an email or mail.

Through the Titelle e-shops:

<http://www.etsy.com/shop/titellecouture>
<http://www.alittlemarket.com/boutique/titellecouture>

The client has to log into one of the previously listed websites and complete the forms. By clicking the button “buy” during the order process, and after verifying the contents of the shopping cart, the client declares having full judiciary capacity and entirely accepts the following terms and conditions of sale. The Client guarantees that they are authorized to use their credit card for the payment of his order and consequently, that they hold enough credit to cover the order cost.

After confirmation of the order, the Client will fully complete the transaction by paying the stated amount. According to the legal terms, it is reminded that the order form is validated with a digital signature, which is as valid as a handwritten signature between the Client and the Vendor and is proof of the full order, rendering all amounts owed by the buyer therewith due upon the performance of said order.

Titelle has the right to refuse or cancel any order in case of conflict of interest with the Client. The responsibility of Titelle can never be engaged in this case.

Every order is systematically confirmed by email. Information about the delivery and the tracking number will be sent by email.

Reserve of Property: the Vendor, “Titelle” expressly reserves the ownership of the goods until full payment of their principal amount and interests.

The commercial offer of the products portrayed on the website <http://www.titelle.com/> as well as the catalogs and cost estimates of the seller is only informative and cannot be considered as final. The order confirmation and the validation of the payment by Titelle of the corresponding transaction are the only proof of purchase along with the provided receipt.

Each piece being one-of-a-kind, handmade with craftsmanship skills, can be subject to slight modifications which are not under the responsibility of the Vendor and are fully accepted by the Client.

The Client may not have the possibility to access the workshop located at 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA, and may upon request get sent fabric samples or trimmings to fully appreciate the quality and color palette of products proposed by Titelle.

For the creation of a wedding dress or custom product:

The Client must contact the designer directly by email contact@titelle.com to expose the project, wedding theme, inspirations, desires, ideas...etc. After discussing the Client's expectations, the Client can request a quote along with a sketch and samples which will serve as a base for the future product.

Details: \$40/ Sketches will be deducted from the total price stated on the quote upon finalizing the transaction. These \$40 are non-refundable in case of conflict of interests or cancellation of the project.

The quote can undergo some modifications before being fully established and only after the Client feels completely satisfied.

The Client who is willing to accept the commercial proposal will notify the Vendor using the given email: contact@titelle.com. In any case, the Client will have to return by mail, at 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA, the quote accompanied by the sentence "read and approved" as well as a down-payment, corresponding to 30% of the grand total stated in the final quote. The down-payment will be immediately cashed upon receiving. The quote lasts 30 days after its establishment.

The completion of the project, the due date and delivery are confirmed upon signing the receipt and the sketch. The agreement between the two parties will only be valid after the transaction is confirmed by the Vendor through postal mail or email and after a successful deposit of the money is made.

Any potential modifications of the order desired by the Client can only be taken into account if judged realistic by the Vendor and provided that a written notification and confirmation is sent by email within 7 days after the initial confirmation of the order.

In this case, the agreement between the parties will only be considered official after a confirmation of these modifications is sent to the Client by the Vendor by email and after any additional fees are paid due to any additional materials that may need to be purchased.

The failure to respect the procedures stated above will give the Vendor the right to cease any service that was being provided and shall not be held responsible for doing so.

If a cancellation of the order is requested by the Client after the Vendor has accepted to complete it, for whatever reason except in case of force majeure, the payment for the order will be collected by the Vendor in full right and will not be refunded.

V – The measurements:

After the quote is signed, if the Client cannot physically come in to the Titelle workshop to take their measurements directly with the designer, Titelle will send to the Client a precise form to complete and send back, with all the necessary instructions. This document will then have to be signed and sent back promptly to the workshop and will hold the Client responsible for the information provided. Titelle recommends to its Clients that are unsure on how to use a measurement tape, to call, on their account, a seamstress, or any person able of successfully manipulating a measurement tape.

The fulfillment of the Client's order will thus be completed in Titelle's workshop, after the time delay agreed upon in the quote.

Typical time delays:

- For a wedding dress (custom and on measure): 3 to 6 months starting with the establishment of the quote up until the time of delivery
- For a wedding dress identical to those presented in the collection (not custom but on measure): 3 months
- For a corset: 1 month
- For an under bust: 1 month

VI – Delivery:

The package will be sent from the Titelle workshop located at 3501 Jasmine Avenue #18, Los Angeles, CA 90034, USA.

The order may also be picked up directly at the workshop.

The deliveries are guaranteed, by the Vendor's choice and at the Client's expense, via USPS, UPS, or FedEx to the Client's address. The method of delivery is chosen by the Client at the moment that the quote is established, taking into account the different shipping costs and insurances possible for the chosen method of transport.

A tracking number is mandatory so as to keep track of the order.

The products in stock, purchased by the Client, will be delivered in a maximum delay of 30 days, at the Client's expense, except when products are out of stock, to the address indicated by the Client when they completed the order. In case the time exceeds 30 days, unjustified in case of force majeure, the Client can demand an order cancellation and consequently obtain a total refund of the order.

The customized products will be delivered to the address mentioned by the Client once the order is passed.

Titelle promises to make sure everything is sorted out so as to deliver the order within a maximum delay established in the order or the signed quote. This takes into consideration the hours worked, the number of pieces created, the time frame starting upon the reception of the order form, the payment of the order or part of it, the measurements form, and the availability of the various fabrics and ornaments.

Payments not paid on time by the Client will delay the delivery of the product and will not give the Client the right to cancel the order, refuse the merchandise or to demand compensation for damages. The transfer of property of the delivered products or to be delivered products is suspended until the complete payment owed by the Client is paid.

Titelle is relieved of its delivery obligations in all fortuitous cases or cases of force majeure. For instance, the death of family members, sickness, floods, fires are examples of force majeure. The Client will thus get the money they already deposited refunded excluding any additional payments for the damages or inconveniences that ensued.

The package delivery or the person picking-up will only occur after the total payment for the order is deposited in accordance with the methods of payment cited in this article.

Consequently, all delays of delivery caused by a failure on the Client's part to pay the total sum owed for the ordered products, will not be the Vendor's responsibility.

After the total payment is received for the Client's order, the Vendor will provide the Client with the corresponding receipt.

The delivery is considered complete as soon as the ordered products are handed over by the Vendor to the Post office or other agreed upon transporter.

In case of a specific request by the Client regarding the packaging or the transport of the ordered products, duly accepted in writing by the Vendor, the associated costs will be subject to an additional invoicing, previously agreed upon in the quote in writing by the Client. The Client is responsible for verifying the condition of the delivered products in the presence of the transporter.

Upon receiving the products, if the package is opened, ripped or destroyed, the articles inside must be inspected. If the articles are damaged, the package must be declined. In case of a deformity or obvious flaws in the delivered products, the Client must have the transporter cosign a report on the delivery receipt as proof.

The Client has a 48-hour delay after the package was delivered to contest and return the ordered items by mail with tracking to Mrs. Christelle Cenatiempo Jorda at 3501 Jasmine Avenue #18 Los Angeles, CA 90034, USA, including the report and declarations observed upon receiving the products, as well as accompanied by all the evidence.

It is advised to send a package with tracking in the same time frame to the transporter so as to confirm his report on the state of the package.

No returns will be accepted without a preliminary agreement made with the Vendor. Action taken beyond the time frames indicated and the failure to follow the procedures listed will result in the assumption that the products were in impeccable state and thus containing no apparent flaws and the Vendor will not accept any demand for return.

The merchandise must under no circumstance be thrown away.

The Vendor will replace the delivered products containing the obvious flaws, which were properly proved by the Client, in the briefest of delays and at the Vendor's expense.

VII – Customs duty, taxes

The products are always sent from the workshop located in California (USA)

If the Client lives in the United States: the overall price indicated in the order's quote by Titelle is the definitive price for the products described within it. The sum includes the price of the products, the labor fee, and the packaging and transport fees.

If the Client lives in a foreign country : The Client will be responsible for any additional costs pertaining to customs duty, taxes and other necessary charges in addition to the custom's operation costs required by the importation of the products to the country of delivery ("L'Octroi de mer" for DOM-TOM for instance). Since the transporter occasionally pays for the various customs duty fees and taxes that apply to the country of reception, the Client must commit to refund the transporter immediately upon the arrival of the product or products.

VIII – Price, Payment, and Billing

The prices indicated by the Vendor are expressed in Dollars. The payment for the purchases made by the Client must be carried out using cash, a bank check, a bank transfer, or online via Paypal.

Titelle reserves the right to change the prices posted at any time. The price in effect is the price listed at the time the Client places the order.

No discount will be granted to the Client by the Vendor for early payment.

It is reminded that a minimum amount of 30% of the order's total price is required at the completion of the order.

[Practical Info: For wedding dress projects, the payment can be made in 3 or 4 times upon the goodwill of the designer]

The order's price is the one indicated on the initial quote and eventually any additional quotes.

- Cash: only if handed over directly.

- Bank check: paid to the order of Christelle Cenatiempo Jorda and must be posted accompanied by the order form or signed quote, to the address: 3501 Jasmine Avenue, Los Angeles 90034, USA.

A US bank check can only be used when it is written in dollars. In the case of a bank check, the order will be validated once the check is successfully deposited.

-Bank transfers: the bank details for “Titelle” will be communicated to the Client when the quote is sent by the Vendor, so that the Client can proceed to completing the transfer in due time.

-Online payment via PayPal: “Titelle” will transmit to PayPal the Client’s email address in addition to the sum to be paid. PayPal will then send to the Client a payment request via email. The Client will thus pay the amount due via debit or credit card presenting all necessary security information, or through financial funds available on the Client’s personal PayPal account.

All the personal data necessary to complete the orders are encrypted.

It is therefore impossible to read this data during an online transfer.

All additional information on this procedure is available at the following website:

www.paypal.com

IX – Gift Vouchers

The gift vouchers can only be issued by Titelle. They can either correspond to a monetary value or a precise brand product to be tailored on measure chosen beforehand by the Client giving the gift.

The gift vouchers are solely usable for direct purchases from the Titelle workshop for which the products are visible on the website www.titelle.com.

There is no expiration date for Titelle gift vouchers. A gift voucher is considered used once it is cashed in, that being the occasion for an order.

Materializing the order via gift vouchers is non-interest bearing and cannot be reimbursed.

The Client can pay the potential difference between the value of the gift voucher or then again only use part of its value, giving the right to have store credit for a future purchase at the Titelle workshop.

It is possible to use multiple gift vouchers per order.

Titelle will not be held responsible in the event of loss, theft or illegibility of the gift vouchers. It is forbidden to duplicate, edit, or manipulate the gift vouchers.

X – Retraction

When the Client purchases an item in stock, they are allowed a retraction period of 7 days starting at the moment of delivery of their order to their residence.

When the Client orders a custom-made piece and/or on measure (following the Client’s demand, meaning rendered by the unit and handmade), no retraction period is given to the Client.

“Titelle” reserves the right to cancel any order made by a Client with whom there would exist a litigation relating to the payment of a former order.

XI – Applicable Law – Claims

The current General Terms and Conditions of Sale and contractual relations between the Titelle Company and the buyer are subject to American law. In the event of a dispute, an amicable decision will be sought before any legal action is taken.

The Titelle Company promises to devote all of its care and attention to any complaints or contestings and to seek an amicable solution, applying to all cases where the products were used in normal, non-abusive conditions.

If the ordered item is consistent with the order (fabric, measurements...etc) at the time of delivery, it is obviously not Titelle's obligation to make any free touch-ups, if the Client later changes size. However, the Client can return to the Vendor with the item and Titelle will assess if the touch-ups are possible in which case the Client will be billed in addition to the initial order.

Any ordered item already worn will in no circumstance be returned, exchanged, or refunded and cannot be subject to any appeal or review, the products are unique and hand-crafted according to the Client's demand. The Titelle Company is relieved from any responsibility in case of incorrect manipulations or uses of its articles or creations. The item being a textile article, no matter how precisely fabricated, is not immune to wear; wear (sweat, abrasions of the lace, embroidery, fabric, steel bones, laces...etc) even in normal wearing conditions, cannot justify free touch-ups, refunds or replacements. The fabrics and trims used (fabric, embroidery, lace, steel bones, laces, braids, eyelets...etc) in the fabrication of the articles are not guaranteed by Titelle or its suppliers.

XII – The Protection of Personal Data and Privacy

The personal data the Clients are asked to provide is necessary in order to process their order and is destined for internal use by the Vendor. The Vendor pledges to never transfer the information provided to third persons. The Client is entitled to access, modify and rectify their personal data, in accordance with the applicable laws and regulations.

XIII – Judicial Capacity

It is reminded to those present that the Vendor will not accept any order completed by a minor.

The Client declares and guarantees to be legally fully qualified to accept the Terms and Conditions of Sale by passing an order.

In no instance will the Vendor be held accountable for any adverse consequences resulting from the use of their Internet site or an order made by a minor.

XIV – The Client's Acceptance

The fact that a person, physical or moral, orders from the Vendor, implies full acceptance and adhesion to these Terms and Conditions of Sale, which are expressly recognized by the Client, who relinquishes the right to impose any other contradictory documents, which would be void by the Vendor.