



General Terms & Conditions of Sale

Article 1 - Legal information

This website (hereinafter referred to as the “**Site**”) is published and maintained by MacHobbies, a commercial ensign of a sole proprietorship, registered with the R.C.S. of Versailles under **SIREN 983 811 241**, managed and represented by Kenneth McIntosh (sole trader), duly authorised (hereinafter referred to as the “**Operator**”), whose registered office is located at:

MacHobbies
Alizés Services
14 place Claudel
78180 Montigny-le-Bretonneux
France

The Operator's Site is hosted by the company:

IONOS SARL
7 place de la Gare
BP 70109
57201 Sarreguemines
France

The Operator can be directly reached via the e-mail address: **contact@machobbies.fr**

In view of its status, the Operator, as a sole trader operating under French commercial and tax law, is not required to charge VAT to its customers (hereinafter referred to as the “**Customer**”). This exemption from VAT invoicing is provided for in article L. 293B of the French General Tax Code.

The Operator certifies that all its sales activities will comply with all laws and regulations of the European Union (EU). The Operator's EU VAT number is: **FR88 983 811 241**.

Article 2 - General provisions relating to the present General Terms and Conditions of Sale

These General Terms and Conditions of Sale (hereinafter referred to as “**GTCS**”) apply exclusively to the online sale of products (hereinafter referred to as “**Products**”) offered by the Operator on this Site. They are made available to and may be consulted by any Customer, natural or legal, using the Site.

These GTCS are binding on the customer during the online account creation process. By checking the appropriate box, the customer acknowledges having read and accepted them before placing an order. The generation of an order implies acceptance by the purchasing Customer of the present GTCS in force on the day of the order.



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Article 3 - Description of Products

The role of the Site is the online sale of models and accessories for model making Products open to Site Customers.

The Products presented on the Site comply with current French law. They are each described in a title. The photographs illustrating them, where applicable, do not constitute a contractual document. Instructions for use, if essential, are included with the Product.

Article 4 - Customer account

To purchase a Product on the Site, the Customer may place an order either with a personal account or as a guest.

If the Customer chooses to create a personal account, this will be protected by a password. To access it, the Customer must identify himself/herself using his/her identifier (e-mail address) and his/her associated secret password. This password must remain personal and confidential.

By creating a personal account, Customers can register their profile (including e-mail address, name and postal addresses), view details of past orders, update their wish list and manage product returns and credit notes.

When creating their personal account, Customers undertake to:

1. Provide real, accurate and up-to-date information at the time it is entered in the registration form, and in particular not to enter or save false names or postal addresses, or existing and real names or addresses without being authorised to do so.
2. Maintain registration data to ensure that it is real, accurate and up to date at all times.

The Customer also undertakes not to make available or distribute any illegal or reprehensible information (such as defamatory information or information constituting identity theft) or harmful information (such as viruses). If this is not the case, the Operator will be able to terminate the Customer's access to the Site to his/her exclusive detriment.

It is the Customer's responsibility never to communicate to third parties either their identifier (e-mail address) or their password, in accordance with the provisions of the "Personal data" article of these GTCS. The Customer undertakes to maintain the strict confidentiality of their data, in particular their identifier (e-mail address) and password, enabling them to access their personal account. In this respect, the Customer acknowledges that he/she alone is responsible for accessing their personal account using their identifier (e-mail address) and password, unless fraud has been proven. The Customer also undertakes to inform the Operator without delay in the event of loss, misappropriation or fraudulent use of their identifier (e-mail address) and/or password.

If the Customer chooses to make a purchase as a guest, only their e-mail address and order reference number will be saved. Customers can consult their previous orders by entering their e-mail address and the reference number corresponding to the order they are looking for on the Site.



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The Customer remains responsible for the conditions and consequences of his/her access to the Site, including the implication of payments to service providers such as Internet Service Providers (ISPs), which remain at his/her expense. The Customer acknowledges that he/she has checked that the computer equipment he/she uses to access the Site is in good working order and that it is correctly secured (e.g. use and correct operation of anti-virus software).

Article 5 - Commands

The Operator endeavours to guarantee the optimal availability of its Products offered for sale within the limits of available stocks. If, despite the best efforts of the Operator, a Product proves to be unavailable after the Customer has placed an order, the Operator will inform the Customer by e-mail as soon as possible, indicating the possibility of choosing between:

1. A full refund of the price of the Product ordered (including shipping costs) within thirty (30) days of payment of the sums already paid.
2. The issuing of a credit note for the price of the Product ordered (including shipping costs), made available in the Customer's personal account, thus formalising the debt owed by the Operator to the Customer. The amount of the credit note will be deducted in part or in full from a future order. This credit note will expire after a period of one (1) year from the date of issue. At the end of the aforementioned period, any credit note not used in full will lapse, and any sums involved will be definitively acquired by the Operator.

In all cases, the Operator is not liable for any cancellation indemnity, unless it is personally responsible for the non-performance of the contract.

With the exception of any mention to the contrary in these GTCS and without prejudice to the right of withdrawal provided for by applicable law, Customer orders are firm and final.

Before validating an order via the Site, the Customer undertakes to read these GTCS in force at the time before accepting them. Confirmation of the order implies acceptance of these GTCS and constitutes the contract.

A copy of these GTCS as accepted by the Customer will be sent to the Customer on request by e-mail after confirmation of the order for reference.

The Operator advises the Customer to save all order confirmation e-mails and invoices on his/her computer system as proof. Order invoices are also available to Customers in their personal space on the Site.

The Operator reserves the right not to validate the Customer's order for any legitimate reason, in particular if:

1. The Customer does not comply with these GTCS in force at the time of the order.
2. The Customer's order history shows that sums are still owed for previous orders.
3. One of the Customer's previous orders is the subject of a dispute currently being processed.



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4. The Customer has not responded to a request for confirmation of the status of a previous order sent by e-mail by the Operator.

The Operator archives contracts for the sale of Products in accordance with applicable legislation. By sending a request to the Operator's e-mail address, the Operator will provide the Customer with a copy of the contract that is the subject of the request.

Any modification of the order by the Customer after confirmation is subject to the agreement of the Operator.

The data communicated by the Customer when placing an order (in particular the Customer's name and delivery address) are binding on the Customer. Thus, the Operator cannot be held responsible in any way if the data is incorrect when the order is placed, which could delay or prevent final delivery of the order.

The Customer declares that he/she has full legal capacity to enter into these GTCS.

Registration (creation of an account) on the Site is open to adults of legal age and to minors, provided that the latter are acting under the supervision of a parent/guardian holding parental authority or who is recognised as being civilly liable. Registration remains strictly personal to each Customer, and under no circumstances is registration authorised on behalf of a third party unless that third party is validly authorised to represent the Customer (e.g. a legal entity). In the event of a breach by the Customer of any of the provisions of these GTCS, the Operator reserves the right to terminate the Customer's account without notice.

Article 6 - Payment methods and security

The Customer expressly acknowledges that any order placed on the Site is an order subject to payment, which thus requires payment of the published amount of the order in exchange for the supply of the Product ordered. The Operator reserves the right to check the validity of the payment before dispatching the order.

Orders can be paid for using one of the following payment methods:

1. Payment by credit/debit card (CB, Mastercard, Visa). Payment is made directly to the secure servers of the payment provider (Payzen). The Customer's bank details never pass through the Site. Bank details are protected by Secure Socket Layer (SSL) encryption. In this way, they are not accessible to third parties during their communication on the secure servers of the payment provider.

The Customer's order is recorded and validated as soon as the payment has been accepted by the payment provider to be sent to the Operator's bank.

Should the payment provider be unable to debit the sums due, the order will be cancelled immediately. In particular, the credit/debit card may be refused if it has expired, if it has reached the maximum amount of expenditure to which the Customer is entitled, or if the data entered at the time of ordering is incorrect. The order is considered effective by the Operator only when the payment provider has validated the transaction.



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2. Payment by e-wallet (PayPal). The Customer must already have an account with the e-wallet payment provider used by the Operator. The Customer can use his/her account and pay for his/her order in complete security. The order is considered effective by the Operator only when the e-wallet payment provider has validated the transaction.
3. Payment by cheque. This payment option is only available for orders with a billing address in France. When validating the order, the Operator will communicate the amount and order of the cheque, his/her contact details and the order reference, to be indicated on plain paper when sending the cheque by post. Orders are processed within a maximum of seven (7) days following receipt of the cheque and reception of the payment on the Operator's bank account. The order is considered effective by the Operator only when his/her bank has validated the cashing of the cheque.

Cash payments are not accepted for technical and security reasons.

Article 7 - Payment currency

The Site's reference currency is the Euro (€).

In the event of a promotion, the Operator undertakes to apply the promotional price to all orders placed during the period in which the promotion is advertised.

Delivery charges will be added to the price of the Products when the order is placed and will be indicated separately before the order is validated by the Customer. The total amount due by the Customer and its details are shown on the order confirmation page.

Article 8 - Forming the contract

The contract between the Operator and the Customer is formed when the Customer sends confirmation of his/her order. When the Customer places an order on the Site, it must be confirmed using the following “**double-click**” technique:

Once the Products have been added to the basket, the Customer must check and, if necessary, correct the contents of the basket (identification, quantity, price, delivery terms and charges).

Before validating the basket, the Customer must tick the box “I have read the general terms and conditions of sale and accept them unreservedly” before clicking on the “**ORDER**” button (**the first click**).

In the case of payment by credit/debit card, the Customer must correctly enter his/her credit/debit card details on the secure server of the Operator's payment provider. Validation of the payment operation (**the second click**) with the payment provider is equivalent to an electronic signature equating to a handwritten signature. It constitutes irrevocable and unreserved acceptance of the order by the Customer.



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In the case of payment by e-wallet, the Customer's connection and subsequent validation of the payment transaction (**the second click**) with the e-wallet provider, is equivalent to an electronic signature equating to a handwritten signature. It constitutes irrevocable and unreserved acceptance of the order by the Customer.

In the case of payment by cheque, the mere act of clicking on the “**ORDER**” button constitutes an electronic signature equating to a handwritten signature. It constitutes irrevocable and unreserved acceptance of the order by the Customer.

Communications, order forms, invoices and credit notes are archived by the Operator on a reliable and durable medium so as to constitute a true and durable copy in accordance with the requirements of French law. The data recorded by the Operator constitutes proof of all transactions between the Operator and its Customers. They may be produced as proof of the contract.

The order may be cancelled by the Customer by simple letter sent by post or by electronic message sent by e-mail to the Operator in the event of:

1. Delivery of a Product that does not conform to the characteristics declared when the order was placed.
2. Delivery beyond the deadline specified in the purchase order or, failing this, within thirty (30) days of the conclusion of the contract, after the Operator has been complied, in the same way and to no avail, to make delivery within a reasonable additional period.
3. Price increase not justified by a technical modification of the product imposed by public authorities.

In all these cases, the Customer may demand reimbursement of the sums paid, plus interest calculated at the legal rate from the date of collection of said sums.

The order may be cancelled by the Operator in the event of:

1. Buyer's refusal to accept delivery of the Product.
2. Non-payment of the balance of the price at the time of delivery.

Article 9 - Reservation of ownership

The Operator remains the exclusive owner of the Products ordered on the Site until full payment of the order price, including delivery charges, has been received.

Article 10 - Shipping and delivery

The Products presented and offered for sale on the Site are reserved for Customers residing in France, the European Union (EU), the European Economic Area (EEA), and in any other country where imports of said Products are not subject to circulation restrictions or are not strictly prohibited.

Complete list of countries where delivery is authorised: [countries.pdf](#)



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Delivery means the transfer to the Customer of physical possession and control of the Product. Shipping costs are those specified when the order is finalised and are those accepted when the order is validated.

The Operator offers different delivery methods depending on the nature of the Product and the Customer's geographical delivery zone:

- **Colissimo**
- **La Poste (Tracked green letter)**
- **Mondial Relay**

The delivery methods available to the Customer will be displayed automatically according to the country of delivery specified when the order is finalised. In the case of Colissimo delivery, the customer may be asked to sign a delivery note on delivery.

The Operator undertakes to send the Products within a maximum period of thirty (30) working days after validation of the order. This period includes the preparation and dispatch of the order. It does not include the delivery time scheduled by the carrier, which is beyond the control of the Operator.

If one or more Products cannot be delivered within the period initially announced, the Operator will send the Customer an e-mail indicating the new estimated delivery date. Products will be delivered to the postal address indicated by the Customer at the time of ordering. It is therefore the Customer's responsibility to check that this postal address contains no errors. The Operator cannot be held responsible if the postal address communicated by the Customer is incorrect, thus preventing or delaying delivery of the Product.

On delivery, it is the Customer's responsibility to check that the Products delivered conform to his/her order. In the case of parcel delivery, it is important for the Customer to check that the parcel is correctly sealed and undamaged. If this is not the case, the Customer must indicate this on the carrier's delivery slip. No claim will be accepted concerning the quantity or condition of the Product, if a claim has not been made on the carrier's delivery slip.

Free delivery will automatically be applied to orders that meet the following criteria:

1. The total order value must be for a minimum of forty (40) euros (€).
2. The total combined weight of the Products ordered must be less than or equal to 500 grams.

When a Customer's basket is eligible for free shipping, the message "Shipping Free" will be displayed during the checkout process.

Article 11 - Right of withdrawal

If a Product delivered is not to the Customer's complete satisfaction, the Customer may return it to the Operator. The Customer will have fourteen (14) days to return it from the date of receipt.



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In accordance with article L. 221-21 of the French Consumer Code and in order to exercise this right of withdrawal under the conditions set out in articles L. 221-18 et seq. of the French Consumer Code, the Customer is invited to download, complete and send to the Operator, at the same time as the Product, [the withdrawal form](#).

Once the Operator has received the Product, an acknowledgement of receipt of the Customer's request for retraction will be sent by e-mail. After checking the conformity of the Product, the Operator will refund the sums spent within fourteen (14) days. In the case of an order paid for by cheque, the Customer may choose whether to be reimbursed by cheque, sent to his/her delivery address, or directly by bank transfer, by providing the Operator with his/her bank details.

In the event of the return of a letter-sized Product with a thickness of less than 3 cm (e.g. flat decals), the return costs will only be reimbursed to the Customer upon presentation of proof of purchase indicating the sums spent. The proof of purchase can be obtained from the postal services and enclosed in the letter with the withdrawal form and the Product to be returned. Alternatively, the proof of purchase may be sent to the Operator by e-mail, quoting the order number concerned.

In the absence of proof of purchase of the sums spent to return the Product, the Operator shall not be liable for any return costs incurred by the Customer.

In the case of the return of a parcel (e.g. boxed model kit), the Operator will send a label to be printed and stuck on the parcel to be returned. The Customer will drop off the parcel to be returned at his post office, or, in the case of a return made by the Mondial Relay service, the Customer will drop off the parcel to be returned at a Relay Point® / Locker located near his delivery address.

The withdrawal form must include the Customer's full and exact contact details (surname, first name and address), the order number and the description of the item (as shown on the original purchase invoice).

The returned Product must be in its original packaging, in perfect condition, fit for resale, unused and with all its accessories.

If the condition of the returned Product is correct (as indicated in the previous paragraph), the Operator will reimburse the Customer the sums spent on his/her order within fourteen (14) days of receipt of the Product and all the elements (letter of withdrawal and, where applicable, proof of purchase of the sums spent on returning a letter). The refund will be made by the same means of payment as the one initially used by the Customer for his/her order. In this respect, Customers who have paid for their order in the form of a credit invoice may only be reimbursed by the creation of a new credit invoice saved on the Site in their personal customer area.

By accepting these GTCS, the Customer expressly acknowledges having been informed of and agrees to the terms and conditions of withdrawal.

Article 12 - Intellectual property and Site use license

The Operator is the sole owner of all elements (hereinafter referred to as “**Elements**”) present on the Site, in particular and without limitation, all texts, files, images, photographs, logos, trademarks, visual identity, databases, Site structure and any other Elements of intellectual property as well as other data



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or information which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, no part of the Site may be copied, duplicated, reproduced, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or against payment, by a Customer or by a third party, whatever the means and/or media used, whether known or unknown to date, without the prior express written authorisation of the Operator on a case-by-case basis. The Customer shall be solely liable for any unauthorised use and/or exploitation of the Site.

The Operator reserves the right to take legal action against any person who fails to comply with the prohibitions contained in this article.

Article 13 - Liability and guarantee

The Customer acknowledges that the characteristics and constraints of the Internet make it impossible to guarantee the security, availability and integrity of data transmissions over the Internet and by any electronic means. Accordingly, the Operator does not guarantee that the Site and its services will operate without interruption or error. In particular, their operation may be temporarily interrupted for maintenance, updates or technical improvements, or to change their content and presentation.

The Operator may not be held liable for any use of the Site and its services by Customers in breach of these GTCS and for any direct or indirect damage that such use may cause to a Customer or a third party.

In particular, the Operator cannot be held responsible for false declarations made by a Customer, nor for the Customer's behaviour towards third parties. In the event that the Operator is held liable for such behaviour on the part of one of its Customers, the latter undertakes to indemnify the Operator against any judgement pronounced against it, and to reimburse the Operator for all costs, in particular legal fees, incurred in its defence.

Independently of any additional contractual warranty (commercial warranty) that may be granted, the Products benefit from the legal warranty of conformity provided for in articles L. 217-4 et seq. of the French Consumer Code (in particular articles L. 217-4 to L. 217-14 of the French Consumer Code), and the warranty against hidden defects provided for in articles L. 1641 to L. 1649 of the French Civil Code.

When the Customer acts within the framework of the legal guarantee of conformity:

1. The Customer has a period of two (2) years from the date of delivery of the goods in which to take action against the seller.
2. The Customer may choose between repair or replacement of the goods, subject to the cost conditions stipulated in article L. 217-9 of the French Consumer Code.
3. The Customer does not need to prove the existence of a lack of conformity for a period of twenty-four (24) months following delivery of the goods (except for second-hand goods).



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The Customer may decide to invoke the warranty against hidden defects in the item sold, as defined in article L. 1641 of the French Civil Code. In this case, the Customer may choose between cancelation of the sale or a reduction in the purchase price in accordance with article L. 1644 of the French Civil Code.

Please refer to articles L. 217-4, L. 217-5, L. 217-7, L. 217-9 and L. 217-12 of the French Consumer Code, articles L. 1641, L. 1644 and the first paragraph of article L. 1648 of the French Civil Code, as in force at the date of these GTCS.

It is reminded that the search for amicable solutions prior to any legal action does not interrupt the time limits for legal guarantees or the duration of any contractual guarantee.

The Operator may not be held liable for non-performance of the contract due to the Customer's fault or due to an event qualified as force majeure by the competent courts, or due to the unforeseeable and insurmountable fault of any third party to the present contract.

The Operator cannot be held responsible for information imported or stored on the Site by Customers.

The Operator may also not be held liable for any information imported by the Customer onto the Site and for any direct or indirect damage that this information may cause to a third party. The Customer from whom the imported information originated remains solely liable in this respect.

The Customer is solely responsible for all the information he/she puts online on the Site, for which he/she expressly declares that he/she holds all rights, and in this respect guarantees the Operator that he/she will not put online content that violates third-party rights or constitutes an attack on individuals (defamation, insults, etc.), respect for privacy, an attack on public order and morality (apology for crimes against humanity, incitement to racial hatred, etc.).

In the event of infringement of applicable laws, public decency or these GTCS, the Operator may automatically exclude the Customer who is guilty of such infringement and delete the disputed information.

The Operator qualifies as a host with regard to content placed online by third parties. In this respect, it should be noted that the Operator has no general obligation to monitor information transmitted via the Site. In the event of the Operator being held liable for information posted online by the Customer, the Customer undertakes to indemnify the Operator against any judgement against it, and to reimburse the Operator for all costs incurred in its defence, in particular legal fees.

Article 14 - After-sales service

The after-sales services provided by the Operator are governed by these GTCS, a copy of which is provided to the Customer on request.

Products covered by warranties must be returned new, complete and in their original condition and packaging. After receipt of the Product by the Operator, full reimbursement of the price of the Product ordered (including if applicable the cost of returning it) will be made no later than thirty (30) days following validation of the claim by the Operator.



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Warranty claims must be addressed to the Operator via one of the following addresses:

- via the e-mail address: **contact@machobbies.fr**
- via the postal address:
MacHobbies, Alizés Services, 14 place Claudel, 78180 Montigny-le-Bretonneux, France

Article 15 - Personal data

For further information regarding the use of personal data by the Operator, the Customer is invited to carefully read the “**Privacy Policy - RGPD**”. The Customer may download it at any time from [here](#).

Article 16 - General provisions

Full agreement of the parties:

These GTCS constitute a contract governing relations between the Customer and the Operator. They constitute the entirety of the rights and obligations of the company and the Operator relating to their subject matter.

Should one or more of the stipulations of the present GTCS be declared null and void in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain all their force and scope. In addition, the fact that one of the parties to these GTCS does not invoke a breach by the other party of any of the provisions of these GTCS shall not be construed as a waiver by that party of its right to invoke such a breach in the future.

Changes to conditions:

The Operator reserves the right to modify the content of the Site or the services available on it at any time and without prior notice, and/or to temporarily or permanently cease operating all or part of the Site.

In addition, the Operator reserves the right to modify the location of the Site on the Internet, as well as these GTCS, at any time and without prior notice. The Customer is therefore required to refer to these GTCS before using the Site.

The Customer acknowledges that the Operator shall not be held liable in any way whatsoever to the Customer or any third party as a result of such modifications, suspensions or cessations.

The Operator advises the Customer to save and/or print these GTCS for safe and durable storage, so that they can be invoked at any time during the execution of the contract if necessary.

Claims - mediation:

In the event of a dispute, the Customer must contact the Operator via one of the following contact addresses:

- **contact@machobbies.fr**
- **MacHobbies, Alizés Services, 14 place Claudel, 78180 Montigny-le-Bretonneux, France**



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In accordance with articles L. 211-3 and L. 616-1 of the French Consumer Code, in the event of failure to file a claim with the Operator or in the absence of a response from the Operator within ten (10) days, the Customer may submit the dispute relating to the order or these GTCS between him/her and the Operator to the mediator of the **“Federation of e-commerce and distance selling (FEVAD)”**.

Applicable law:

These GTCS are governed, interpreted and applied in accordance with French law. Acceptance of these GTCS by the Customer confirms that he/she has read them carefully.

By registering on the Site, the Customer confirms that he/she has read and accepted the GTCS, which bind him/her contractually according to the terms described therein.

The GTCS applicable to the Customer are those available on the date of the order, a copy of which dated to that date may be provided on request. It is hereby specified that any modification of the GTCS made by the Operator shall not apply to any order placed previously, unless the Customer at the origin of a given order expressly agrees otherwise.

Update of the present GTCS: **29 May 2025**