



JRE - Jeunes Restaurateurs  
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- STANDARD TERMS AND  
CONDITIONS JRE - JEUNES  
RESTAURATEURS -

The JRE gift certificates and the JRE gift boxes are sold through JRE, registered office at Pastoor Van der Voortlaan 16, 5591 JB Heeze, The Netherlands. +31 (0)40 226 09 34 - [info@jre.eu](mailto:info@jre.eu), registration number 857404945.

These standard terms and conditions of sale apply to sales of JRE gift certificates and the JRE gift boxes in Euro, hereinafter referred to as "JRE gift certificates and JRE gift boxes", both in France and in other countries.

#### **ARTICLE 1 - Application of the standard terms and conditions of sale**

The standard terms and conditions of sale are available online and downloadable for any client. They are sent by post, e-mail or fax to any client who requests them or places an order. Consequently, the placement of an order shall imply full acceptance, without any reserve, of the standard terms and conditions of sale by the client, to the exclusion of all other documents such as brochures and catalogues issued by JRE, which have an indicative value only. No special terms and conditions shall prevail over these standard terms and conditions unless this has been formally accepted by JRE in writing. Any term or condition to the contrary enforced by the client cannot, therefore, be enforced against JRE regardless of when it comes to its knowledge unless it is expressly accepted by JRE. The fact that JRE does not enforce any of these standard terms and conditions of sale at a certain time may not be interpreted as a waiver of any subsequent enforcement of any of these terms and conditions.

#### **ARTICLE 2 - Scope of application of these standard terms and conditions of sale and procedures governing the use of the products**

These standard terms and conditions of sale shall apply to all sales concluded by JRE vis à vis clients and concern the JRE gift certificates and JRE gift boxes.

The JRE gift certificates and boxes:

- May not be exchanged as a whole or in part for cash.
- Shall be under the full responsibility of the holder, particularly in the event of loss or theft.
- Must be used during their period of validity.
- **After the expiry of the validity date, they may no longer be reimbursed or used.**

It shall nonetheless be possible to extend the validity of the JRE gift certificates and JRE gift boxes, subject to extension fees. This extension shall be possible during a period of six months after the expiry of the initial validity date. After this period, the JRE gift certificates and JRE gift boxes shall be definitively invalid.

- Bear a numbering on the back of the gift voucher (gift card or gift certificate).

The JRE gift boxes shall be valid for two years from the date of issue in a certain number JRE corresponding list shall be updated on a regular basis and may be consulted on the website: [www.jre.eu](http://www.jre.eu) or by contacting the commercial department of JRE.

The JRE gift certificates and JRE gift boxes in Euro:

- Are valid and may be cumulated in all the properties which are members of the Association in the JRE guide of the ongoing calendar year or are listed on the website [www.jre.eu](http://www.jre.eu).
- May only be exchanged for a service of a value equivalent to the one stated in Euro on the front;
- In the event that the service cannot be fully settled by means of JRE gift certificates and JRE gift boxes in Euro, the difference must be paid to the property subject to the usual terms and conditions.

#### **ARTICLE 3 - Modification of the order**

The orders shall not be final and definitive unless the full price has been paid by the client, who has previously read and accepted these standard terms and conditions. JRE shall not be bound by the orders taken by its representatives or employees unless a written and signed confirmation and full payment of the price have been received from the client. Since the shipment of the JRE gift certificates and JRE gift boxes is made as soon as the client has paid the amount due, no cancellation of any order can be accepted, except in the cases covered by articles 4, 5, 6 and 7 below.

#### **ARTICLE 4 - Cancellation right**

In conformity with French law, the client has a period of 14 days in full to cancel his order as laid out in the Article L.121-20 of the French Consumer Code. While exercising this right to cancel, the costs and risks involved in said returns shall always be borne by the client. Only the JRE gift certificates and JRE gift boxes returned within the period mentioned above and in perfect condition can be refunded. If the client exercises his right to cancel, the JRE gift certificates and JRE gift boxes must be returned to the following address:

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All returns carried out in conformity with the terms and conditions of this article shall result in a full refund of the amount paid by the client within a period of 30 days from the date of receipt of the return by JRE.

## **ARTICLE 5 - Delivery**

### **5.1 Procedures**

Delivery shall be made after receipt of the full payment of the amount due:

- Either by direct handing over of the JRE gift certificates and JRE gift boxes to the client on its collection at a sales outlet.
- Or by mailing at the expense of the client.

The client shall decide whether the order is to be sent, at the client's option and at his expense, to his personal address or directly to the beneficiaries designated and identified by name. The transport risk shall be assumed by the buyer who, in the event of damage to the shipment or missing items, shall state his reservations on the delivery note and confirm them, within three days of delivery, by registered mail with acknowledgement of receipt sent to the forwarder and to JRE in conformity to the article 6 below.

### **5.2 Delivery periods**

Delivery of the JRE gift certificates and JRE gift boxes shall be made within a maximum of 2 days of receipt of the order form and the amount due by the commercial department of JRE. The delivery periods shall be governed by the respective delivery zone. Any failure to deliver within the fixed delivery period shall result in the refunding of the price paid upon placement of the order, to the exclusion of any other compensation or damages. The client may not repudiate the contract if the delivery period has been exceeded by JRE because of a case of force majeure. The following shall be deemed to be cases of force majeure releasing JRE from its obligation to deliver: war, attacks, riots, fire, strike, accidents in France or in the country of delivery or order or impossibility for JRE to be delivered itself. At any rate, delivery can only be made within the due period of time if the client has fulfilled all his obligations to JRE, regardless of the underlying reasons.

## **ARTICLE 6 - Reception**

Notwithstanding the measures to be taken vis à vis the forwarder, any complaints concerning lack of conformity of a JRE gift certificates and JRE gift boxes delivered with the ordered product must be formulated in writing and sent by registered mail with acknowledgement of receipt to JRE within seven days of receipt of the JRE gift certificates and JRE gift boxes. After this period, no further complaints or claims can be taken into consideration. The client shall be responsible for producing concrete evidence of the anomalies detected. He shall give the JRE commercial department all the means needed in order to establish and remedy such anomalies and shall provide RCE, more particularly, with all certificates and proofs.

## **ARTICLE 7 - Returns**

### **7.1 Procedures**

Any returns of JRE gift certificates and JRE gift boxes which are not in conformity must be subject to a formal agreement between JRE and the client. Any product returned without said agreement shall be kept at the disposal of the client and shall not lead to any credit entry. The costs and risks involved in said returns shall always be borne by the client. By contrast, any JRE gift certificates and JRE gift boxes purchased which do not have any defect in terms of their delivery, shall not under any circumstances be reimbursed or extended.

### **7.2 Consequences**

In the event of non-conformity of the delivered JRE gift certificates and JRE gift boxes, duly established by JRE under the conditions stated above, the client shall be entitled to choose between a free of charge replacement or a reimbursement.

## **ARTICLE 8 - Terms and conditions of reservation for gift boxes**

The client or beneficiary, who is given a list of participating properties or who consults the website: [www.jre.eu](http://www.jre.eu), section "gift boxes", shall directly contact the property of his choice in order to make his reservation.

The participating property shall be absolutely free to decide about the opening and closing dates for the reservation of the JRE gift certificates and JRE gift boxes, depending on its availabilities, even during the periods specified in the list of participating properties. The property may suspend the use

of JRE gift certificates and JRE gift boxes in its property on certain dates. The client or beneficiary shall be informed by consulting the list of participating properties in the beneficiary space on the website [www.jre.eu](http://www.jre.eu). If the participating property has no room corresponding to the category of the JRE gift certificates and JRE gift boxes, the client or beneficiary may be offered a room or suite of a higher category subject to a supplement which the client must pay directly on site. The client or beneficiary must make his reservation at the participating property by mentioning that it is made within the framework of a JRE gift certificate and JRE gift box which he is a beneficiary. When making his reservation the client or beneficiary must inform the property of the number on the reverse of his gift voucher (gift card or gift certificate). The participating property may confirm the reservation by the procedure of its choice (for example by asking the client his bank details). In addition, the client or beneficiary must be informed at the reservation of the cancellation terms applicable in the chosen participating property. The client or beneficiary must give the participating property the original of the gift voucher (gift card or gift certificate) as soon as he arrives in the property.

## ARTICLE 9 - Price and invoicing

### 9.1 Price

The prices are stated in Euro including tax and including postage on the website [www.jre.eu](http://www.jre.eu), "Order Forms – JRE gift certificates and JRE gift boxes ". Any postage shall be at the expense of the client and is invoiced in addition and indicated before confirmation of the order. JRE shall pay the JRE gift certificates and JRE gift boxes directly to the member properties of JRE Association.

### 9.2 Invoicing

An invoice shall be prepared for each delivery and submitted on delivery.

## ARTICLE 10 - Payment

The acquisition of the JRE gift certificates and JRE gift boxes shall be by payment of the applicable price in accordance with the price scale on the order form by the client. The JRE gift certificates and JRE gift boxes as well as any handling fees must be paid without delay and deduction. The invoice shall be issued in Euro. The JRE gift certificates and JRE gift boxes are payments to order and for account and shall not, therefore, be subject to VAT. Only handling fees and the packaging elements shall be subject to VAT. The full price shall be payable without delay and deduction and the delivery of the order shall be subject to such payment. It must be received by JRE no later than 3 (three) months after placement of the order. After that date the order shall be automatically cancelled.

## ARTICLE 11 - Online payment

The personal data transmitted by the client may be subject to automatic data processing for the following reasons:

- Permit the transaction of the online payment of the order of the client
- Identify any transaction issues
- Prevent any transaction issues

The automatic processing of personal data shall be carried out by JRE through the JRE website which allows the client to transmit his bank details confidentially and securely, when ordering on line. Only JRE has access to the client's personal data. If the client chooses to pay online for his order, he must communicate to JRE data related to his order and form of payment. His failure to communicate such information related to his order and method of payment shall prevent the fulfilment and analysis of the order by online payment.

## ARTICLE 12 - Intellectual property

The denomination, brands, logos, drawings and design JRE (hereinafter the "distinctive signs") are the exclusive property of the JRE association, and they enjoy legal protection in respect of any unlawful use, and, more particularly, in respect of any utilisation made without the authorisation of JRE. Any fraudulent utilisation of these names and designations by violation of the rights of the JRE association, shall be deemed to be an act of counterfeiting for which the person in question may be held liable on the basis of articles L 713-2 and following of the French Intellectual property code as well as the provisions of community and international law in this matter. The characteristic features of the products proposed for sale are presented on the website [www.jre.eu](http://www.jre.eu), section "Gift Boxes", as well as in the general documentation JRE gift certificates and JRE gift boxes, available on simple request from the commercial department of JRE. The photos shall not be deemed to be covered by the contractual scope. JRE cannot be held liable for any errors occurring in this respect. All texts and pictures on the website [www.jre.eu](http://www.jre.eu), or on any paper support shall be subject all over the world to the copyright and intellectual property rights. Any reproduction or partial reproduction shall be strictly prohibited. Any installation of hypertext links to the website without the express authorisation of JRE shall be strictly prohibited.

#### **ARTICLE 13 - Severability**

If any clause of these standard terms and conditions of sale is declared null and void, such declaration shall not in any way affect the validity and enforceability of the other provisions of the standard terms and conditions of sale.

#### **ARTICLE 14 - Confidentiality of data**

The individual names furnished by the client shall not be disclosed to third parties; unless the client objects to it, they shall be integrated into the client database of JRE, which is declared to the French National Information and Privacy Commission (CNIL). In accordance with the French Data Privacy Act of 6 January 1978, the client shall at all times have a right to access and correct such information. In order to exercise such right, it shall be sufficient for him to contact the commercial department of JRE:

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or send an email to: [info@jre.eu](mailto:info@jre.eu)

#### **ARTICLE 15 - Applicable law - place of jurisdiction**

All clauses included in these standard terms and conditions of sale as well as all buying and selling transactions covered by them, shall be governed by French law. The contractual information is presented in French and the JRE gift certificates and JRE gift boxes offered for sale are in conformity with the French laws and regulations. The standard terms and conditions of sale have been translated into English. However, only the French version shall be authoritative. If necessary, any foreign client shall have to check with his local authorities whether the product he intends to order may be used. JRE may not be held liable in the event of failure to comply with the rules and regulations of the foreign country to which the JRE gift certificates and JRE gift boxes are delivered. In case of litigation concerning the validity, interpretation or execution of all or part of these standard terms and conditions of sale, the French courts shall have sole jurisdiction.