



**Les Tentes d'Avalon**  
chemin du Moulin  
F-11260 Val-du-Faby  
Siret : 80897783900022

# General Terms & Conditions

Applicable to private individuals (B2C)

V1 EN updated on 31 January 2026



## Article 1 – Scope of application

These General Terms and Conditions of Sale (hereinafter 'GTC') apply to all sales of products and/or services concluded between:

**Les Tentes d'Avalon**, a company specialising in the manufacture and distribution of yurts, tipis and related equipment, hereinafter referred to as 'the **Seller**',

and any natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft or liberal activity, hereinafter referred to as 'the **Customer**' or 'the Purchaser'.

The GTC applicable to professional customers (B2B) are set out in a separate document (see Article 16).

## Article 2 – Pre-contractual information

In accordance with Articles L111-1 et seq. of the Consumer Code, the **Customer** acknowledges having received, prior to placing any order:

- the essential characteristics of the products and services,
- the prices and any additional costs,
- the indicative manufacturing and delivery times,
- information relating to legal guarantees,
- these GTC,
- the specifications.

The information is available on the **vivrelayourte.fr** website, on quotations, and may be provided on a durable medium.

## Article 3 – Orders and quotations

All orders are subject to a written quotation, valid for the period specified therein.

The order becomes firm and final after:

- written acceptance of the quotation by email or post by the **Customer**,
- payment of a deposit of 2/3 of the total amount including VAT (unless other terms have been agreed).

The balance is payable in accordance with the terms and conditions set out in the quotation.

Any subsequent changes will be subject to a written amendment.



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## Article 4 – Customised products and right of withdrawal

The majority of the products offered by the are custom-made in accordance with the choices expressed by the **Customer** when placing the order.

The dimensions of the structures are determined within the limits of the models and templates defined in the **Seller's** catalogue, and in particular according to the standard diameters offered, namely, depending on the model: 4 m, 5 m, 6 m, 7 m and 8 m, as well as wall heights of 1.60 m or 1.80 m, where this option is applicable to the model concerned.

The customised nature of the product results in particular from:

- the choice of diameter,
- the wall height,
- the options, materials, equipment, finishes and specific adaptations requested by the **Customer**,
- and, more generally, any customised configuration appearing in the accepted quotation.

In accordance with Article L221-28, 3° of the French Consumer Code, the right of withdrawal does not apply to goods made to the consumer's specifications or clearly personalised.

Consequently, any order for a product manufactured according to the aforementioned choices and dimensions cannot be cancelled or refunded after the quote has been approved and manufacturing has begun.

Where the right of withdrawal is applicable (in particular for non-personalised services or products), the **Customer** has a period of fourteen (14) days to exercise this right, under the conditions provided for by law.

## Article 5 – Prices

Prices are quoted in euros, inclusive of VAT.

They are those appearing on the accepted quotation.

Transport, travel, installation or specific accessibility costs (difficult sites, carrying, etc.) are not included unless expressly stated.

The **Seller** reserves the right to modify its prices outside of valid quotations.

## Article 6 – Terms of payment

The terms of payment are specified on the quotation.

Unless otherwise stipulated:

- a deposit is required at the time of order,
- the balance is payable before availability or delivery.

No product will be delivered without full payment.



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## Article 7 – Manufacturing and delivery times

Delivery times are given as an indication only, generally between 2 and 4 months, depending on the nature of the product and the availability of materials.

In accordance with Article L216-2 of the Consumer Code, in the event of a delay of more than 30 days not justified by force majeure, the **Customer** may request the termination of the contract in accordance with the legal conditions.

## Article 8 – Delivery and collection

Delivery is not included unless otherwise stated in the quotation.

In the event of collection by the **Customer**, the latter undertakes to collect the goods on the agreed date.

An additional period of 8 to 10 days may be granted upon written request. Beyond this period, storage costs of €50 per month (including VAT) may be charged.

## Article 9 – Transfer of ownership and risks

The transfer of ownership takes place after full payment of the price.

In accordance with Article L216-4 of the French Consumer Code, the transfer of risk takes place when the **Customer** physically takes possession of the goods.

Whether the goods are collected on site or delivered subject to shipping and/or travel costs, the transfer of ownership only takes place upon full payment of the order (at the latest, therefore, as soon as the goods are made available).

## Article 10 – Legal guarantees

The **Customer** is automatically entitled to:

### 1 - Legal guarantee of conformity

(Articles L217-3 to L217-20 of the Consumer Code)

Duration: 2 years from delivery of the goods.

Guarantees – Custom-made yurts and fabrics (private individuals & professionals)

#### A - Private customers – Legal guarantee of conformity

In accordance with Articles L.217-3 to L.217-20 of the French Consumer Code, consumer customers are entitled to a legal guarantee of conformity applicable to custom-made yurts and fabrics manufactured and sold by Les Tentes d'Avalon, for a period of 2 years from delivery.

This guarantee covers any lack of conformity existing at the time of delivery, in particular when the product does not correspond to the contractual description, has



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a manufacturing defect or is not suitable for the use normally expected of a yurt or yurt canvas.

## **B - Business customers – Contractual warranty**

Sales to business customers are not covered by the legal warranty of conformity provided for in the Consumer Code.

However, **Les Tentes d'Avalon** provides a contractual warranty covering manufacturing defects in custom-made yurts and fabrics for a period of 12 months from delivery, subject to use in accordance with the product's intended purpose and the recommended technical conditions.

## **C - Conditions of use – Climate and environment**

Yurts and fabrics are designed to withstand demanding climatic conditions (high humidity, snow, wind), provided that:

- assembly is carried out in accordance with the instructions provided,
- anchoring to the ground is adapted to the terrain and wind exposure,
- the tension of the fabrics is checked and adjusted regularly,
- routine maintenance (cleaning, ventilation, checking seams and fastenings) is carried out.

The following are not covered by the warranties:

- damage resulting from exceptional or extreme weather conditions (storms, abnormal snow accumulation, flooding),
- defects related to assembly or modification not approved by the manufacturer,
- normal wear and tear of materials and accessories.

## **2 - Warranty against hidden defects**

(Articles 1641 to 1649 of the Civil Code)

Duration: 2 years from the discovery of the defect.

These warranties apply independently of any commercial warranty.

## **Article 11 – Liability**

The **Seller** cannot be held liable for misuse, lack of maintenance or failure to comply with the technical specifications provided (refer to the specifications).

The **Seller's** liability is limited to direct and foreseeable damage, within the limits authorised by law.



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## Article 12 – Provision of services

Services are subject to a specific quote.

Any cancellation by the **Customer** less than 30 days before the scheduled date may result in the total or partial retention of the sums paid, except in cases of duly justified force majeure.

## Article 13 – Force majeure

Neither party shall be held liable for any breach resulting from a case of force majeure as defined by Article 1218 of the Civil Code.

## Article 14 – Mediation and disputes

In the event of a dispute, the **Customer** is invited to contact the **Seller** for an amicable resolution.

In accordance with Articles L612-1 et seq. of the Consumer Code, the **Customer** may have recourse to a consumer mediator free of charge.

In the event of a difference of opinion and/or dispute between the parties, they undertake, prior to any costly legal action, to seek the best mutually acceptable compromise amicably, even if this means agreeing on the choice of one or more external advisors.

If this preliminary search for a compromise fails, it is agreed to refer the matter to the competent courts of the **Seller's** registered office.

## Article 15 – Personal data

Personal data is processed in accordance with the GDPR.

The **Customer** has the right to access, rectify and delete data in accordance with the terms of our Privacy Policy.

## Article 16 – Business customers (B2B)

These GTC apply exclusively to individuals as defined in Article 1.

Business customers (companies, associations, local authorities, self-employed persons) may obtain the B2B General Terms and Conditions of Sale by sending a written request to the **Seller**.