



# **SAV 2024 CHARTER**

## **LE MARQUIER**

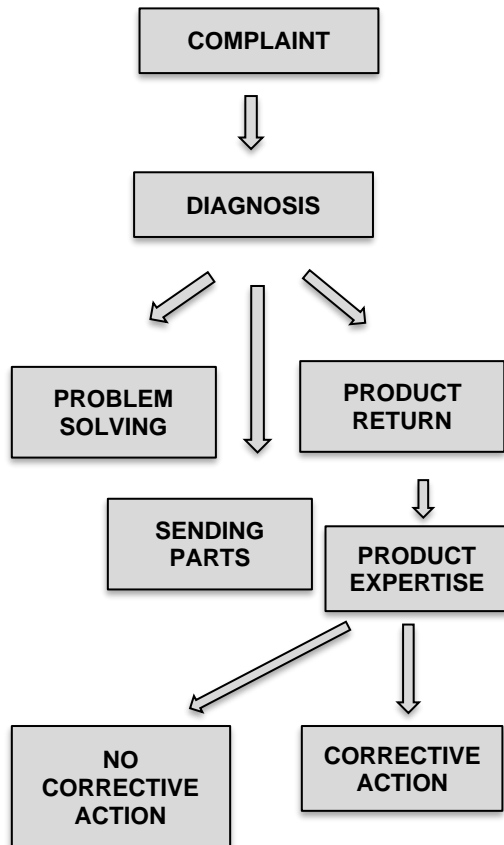


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## 1. PROCEDURE

LE MARQUIER is committed to supporting you after you have purchased your product.



### COMPLAINT

All requests for after-sales service must be sent using the contact form available on our [Lemarquier.com](http://Lemarquier.com) web site, accompanied by the following supporting documents

- Proof of purchase, sales receipt or invoice for the equipment in question
- Full contact details of the customer (name, first name, address, mobile phone number)
- Photos and explanations of the anomaly or malfunction observed

### DIAGNOSIS

Following a quick diagnosis by phone or email, you will be sent either replacement parts or, if the malfunction requires a return to workshop, a return authorisation form. This will allow you to return the product to us for analysis.

### FIX THE PROBLEM OR RETURN THE PRODUCT

Any decision on the return of the product for workshop testing or replacement will be at the sole discretion of LE MARQUIER's after-sales department. In the event of a return, the appliance or item must be clean, well scrubbed and packed (in a cardboard box or its original packaging) and **MUST** be accompanied by the LE MARQUIER approval voucher. Otherwise, the device or item will be left at the disposal of the sender. If the procedure described in this document is not followed, the product will not be credited, repaired or replaced.

### PRODUCT EXPERTISE

At the end of this phase, the LE MARQUIER department draws up an anomaly sheet, indicating the corrective action required and the deadline for completion. LE MARQUIER's after-sales department will draw up a quotation for approval by the customer if the fault is not covered by the warranty.

### ACTION

If the product is still under warranty, we will cover all after-sales costs and take corrective action. If the product is no longer covered by the warranty, or if the fault is not covered by the warranty, corrective action will be taken only after the customer's agreement.

## **2. LEGAL WARRANTIES**

In accordance with legal provisions, LE MARQUIER guarantees:

- Defects in the conformity of the items sold under the conditions set out in articles L211-4 et seq. of the French Consumer Code;
- And hidden defects of the items sold under the conditions set out in articles 1641 et seq. of the French Civil Code;

When acting on the basis of the legal warranty of conformity, the Customer:

- Has a period of two years from the delivery of the item to act;
- May choose between repair or replacement of the item, subject to the cost conditions stipulated in the articles L. 211-9 of the French Consumer Code;
- Is exempted from proving the existence of the lack of conformity of the item during the twenty-four months following the delivery of that item. For refurbished items, this period is limited to six months.

The legal guarantee of conformity is independent of any commercial guarantee. LE MARQUIER cannot be exempted from this guarantee or limit its scope.

In the event that an action based on the warranty for hidden defects in the item sold is brought within two years of the discovery of the hidden defect by the Customer, under the conditions set out in Articles 1641 et seq. and 2232 of the French Civil Code, the Customer may request either the cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the French Civil Code.

Subject to the foregoing, any return of a Product by the Customer is subject to the prior agreement of LE MARQUIER, which may obtain on request any information justifying the Customer's claim: details, photographs, etc.

In the event of non-conformity of the item delivered, the Customer may ask LE MARQUIER either to repair or replace the item in question. However, LE MARQUIER may refuse the proposed method in favor of the other method, if the Customer's choice entails a cost that is manifestly disproportionate to the other possible method of compliance (article L. 211-9 paragraph 2 of the French Consumer Code).

In addition, the Customer may request a reduction in the price or termination of the contract in the following three cases (article L. 211-10 of the French Consumer Code): (i) if repair or replacement is impossible, (ii) if the requested compliance cannot be implemented within one month of the Customer's complaint, and (iii) if compliance cannot be implemented without major inconvenience for the Customer, given the nature of the item and their intended use. However, the contract may not be terminated for a minor lack of conformity.

In any case, the items must be returned in their original condition and entire, with the return form OBLIGATORY provided by LE MARQUIER, to the following address:

**SAV MAISON LE MARQUIER  
30 Rue Ambroise 1  
40390 Saint Martin de Seignanx (France)**

The customer is advised to provide proof of this return.

Items returned incomplete, modified, damaged and/or soiled by the Customer will not be reimbursed, replaced or repaired.

Subject to compliance with the above conditions, LE MARQUIER will reimburse shipping and return costs within thirty (30) days of receipt of the returned items by LE MARQUIER.

For intensive or professional use, only the legal warranty of conformity and against hidden defects will apply. Commercial warranties are reduced to 1 year.

As part of the so-called AGECE law (Anti-waste for a circular economy - LAW no. 2020-105 of 10 February 2020), the conditions of the legal guarantee of conformity are reinforced as of January 1<sup>st</sup> 2022. Maison LE MARQUIER undertakes to extend the legal guarantee of conformity by 6 months if the item is repaired and 24 months if it is exchanged.

## **2. COMMERCIAL GUARANTEES**

Commercial guarantees are presented on our website.

Any return of an item by the Customer is subject to the prior agreement of LE MARQUIER, which may obtain on request any information justifying the Customer's complaint: details, photographs, etc.

Independently of the above commercial guarantees granted to Customers, LE MARQUIER is bound by the legal guarantee of conformity and that relating to hidden defects under the following conditions:

**Article L. 217-4 of the French Consumer Code:**  
*"The seller is required to deliver items in conformity with the contract and is liable for any defects in conformity existing at the time of delivery. Seller is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when the latter was made his responsibility by the contract or was carried out under his responsibility. "*

**Article L. 217-5 of the French Consumer Code:** *"To conform to the contract, the item must:*  
*1 Be suitable for the use normally expected of similar items and, where applicable:*  
*• matches the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model;*  
*• have the qualities that a buyer may legitimately expect in the light of public statements made by the seller, the producer or his representative, particularly in advertising or labelling;*  
*2 Or have the characteristics defined by mutual agreement between the parties, or be suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter. "*

**Article L 217-9 of the French Consumer Code:** *In the event of a lack of conformity, the buyer may choose between repair and replacement. However, the seller may not proceed according to the buyer's choice if this choice would entail a cost that is manifestly disproportionate to the other method, taking into account the value of the item or the importance of the defect. The seller is then bound to proceed, unless this is impossible, according to the method not chosen by the buyer.*

**Article L. 217-12 of the French Consumer Code:**  
*"Any action resulting from a lack of conformity must be brought within two years of delivery of the items. "*

**Article L. 217-16 of the French Consumer Code:**  
*"When the buyer requires from the seller, during the course of the commercial guarantee granted to him at the time of the purchase or repair of a movable item, a repair covered by the guarantee, any period of immobilisation of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the date of the buyer's request for service or from the date on which the item in question is made available for repair, if the item is made available after the request for service. "*

**Article 1641 of the French Civil Code:** *"The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them. "*

**Article 1648 paragraph 1 of the French Civil Code:**  
*"The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect. "*

These guarantees take effect on the date of purchase and are valid only in the country of purchase. In order to benefit from the above guarantees, the customer must make an express request to LE MARQUIER by providing the original proof of purchase.

#### **4. AVAILABILITY OF SPARE PARTS**

Spare parts essential to the use of the item are available 3 years after the item has been discontinued. Shipping costs for spare parts are based on a spare parts price list available on request from our Customer Service Department. However, these elements are valid for items marketed since 2018, are indicative and must be verified for each item. In the event of unavailability of spare parts after the warranty period, LE MARQUIER undertakes to propose a commercial solution to the customer.

#### **5. LIABILITY - GUARANTEE EXCLUSIONS**

All LE MARQUIER items comply with the standards applicable in France.

LE MARQUIER cannot be held liable, including under legal and commercial guarantees, in the following cases:

- Incorrect use, professional use, misuse of product,
- Damage caused by dropping, impact or incorrect handling (or handling that does not comply with the operating instructions),
- Lack of maintenance, negligence, use of aggressive detergents or use that does not comply with safety regulations and LE MARQUIER manufacturer's recommendations.
- Spots or stains caused by the combination of moisture retention + heat,
- Natural wear and tear and loss of product freshness
- Corrosion caused by scratches or abrasions that cannot be removed by normal cleaning and maintenance,
- Minor corrosion, a natural result of the steel
- Corrosion of steel following direct use on the seafloor
- Changes in the appearance of wood/bamboo due to natural aging.
- Use for professional purposes, misuse of the product,
- Storage of products in abnormal conditions or conditions incompatible with their nature,
- Deformation of barbecues due to incorrect use: wood, vine shoots, liquid and gel firelighters are prohibited.
- Deformation of the barbecue due to installation that does not comply with the recommendations given in the instruction manual.
- Force Majeure, disruption, flood, fire, total or partial strike, particularly of postal services, means of transport, means of communication.

LE MARQUIER assumes no liability or guarantee in the event of malfunction of the Internet, particularly in the event of delays in transmissions or any other malfunction. LE MARQUIER cannot guarantee that messages transmitted electronically will not be intercepted.

LE MARQUIER cannot be held responsible for temporary or permanent damage to the

Customer's computer system or for any loss or damage suffered.

## 6. QUALI REPAR LABEL



MAISON LE MARQUIER has been awarded the Quali Répar label. The label is awarded to electrical and electronic equipment repair professionals. It certifies our expertise in diagnosing faults and repairing the items concerned.

It was awarded to us by an independent certifying body after an audit, and we are therefore certified for a renewable 3-year period. Thanks to that label, we can offer our customers the Repair Bonus: an immediate discount on your repair bill for eligible appliances and breakdowns no longer under warranty.

## **CONTACT**

**05 59 56 57 22**

MAISON LE MARQUIER

30 Rue Ambroise 1

40 390 St Martin De Seignanx

**lemarquier.com**