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Les présentes conditions générales de vente sont celles de la marque Egg Back Home telles que rédigées sur le site de la marque (dernière mise à jour sur le site [amphitria.com](http://amphitria.com) en date du 23/05/2024). Elles s'appliquent également sur le site [www.amphitria.com](http://www.amphitria.com) et complète les CGV d'Amphitria. Pour les articles relatifs au processus de commande, aux modalités de paiement, les CGV d'Amphitria prévalent.

Amphitria n'étant qu'un intermédiaire de vente, une commande réalisée par un Acheteur d'un ou plusieurs produits de la marque Egg Back Home sur [amphitria.com](http://amphitria.com) est en effet un contrat entre l'Acheteur et Egg Back Home uniquement.

Les informations relatives aux frais et délais de livraisons sont détaillées à la fin de ce document et correspondent aux informations du site de la marque au 23/05/2024.

Pour toute réclamation relative à ces informations, il est recommandé de contacter Egg Back Home directement.

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## OVERVIEW

This website is operated by Eggbackhome. Throughout the site, the terms “we”, “us” and “our” refer to Eggbackhome.

Eggbackhome offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.



Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.



## **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during



transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this



site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.



We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or



cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall



have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any



other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic,



obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

#### **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the



Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local



ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the



use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Eggbackhome, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or



for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Eggbackhome and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.



#### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of



Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in



accordance with the laws of Portugal.

#### **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [info@eggbackhome.com](mailto:info@eggbackhome.com).



## ANNEXE : Expédition et retours

### COMMANDES ET EXPÉDITION

#### Informations sur la livraison

Chaque commande étant unique, les frais de port varieront en fonction de la taille, du poids et de la destination des articles choisis.

En fonction de votre emplacement, nous offrons également la livraison gratuite

**Nous utilisons les services DHL express et USP.**

#### OÙ PUIS-JE RECEVOIR MA COMMANDE ?

Il peut être envoyé à une adresse que vous aurez choisie (domicile, travail, etc. - jamais une boîte postale)

#### QUEL EST LE PROCESSUS DE LIVRAISON À DOMICILE ?

Après avoir passé une commande, vous recevrez un e-mail contenant tous les détails. Nous pouvons également vous contacter si nous avons besoin de plus amples informations pour vérifier votre paiement. Une fois votre commande confirmée, elle sera expédiée sous 1 ou 2 jours ouvrés. Selon votre emplacement et la méthode d'expédition choisie, la livraison prend 2 à 7 jours ouvrables après l'expédition. Nous vous tiendrons au courant des informations de suivi et d'une date de livraison estimée. Vous pouvez également suivre son parcours en vous rendant dans « Mes commandes » dans votre compte.

#### PUIS-JE SUIVRE LE STATUT DE MA COMMANDE ?

Oui, **Cliquez ici** pour suivre votre commande. Vous recevrez également un e-mail avec un lien pour suivre le colis dès qu'il sera prêt à être expédié.

#### Droits de douane et taxes

Les livraisons en dehors de l'Union européenne peuvent entraîner des droits de douane et taxes locales indépendantes de notre volonté. Ceux-ci ne peuvent pas être calculés à l'avance. Les éventuels droits de douane et taxes locales seront à la charge du destinataire de la marchandise.

# Politique de retour et de remboursement

Dernière mise à jour : 20 février 2022

Merci d'avoir fait vos achats chez Egg Back Home.

Si, pour une raison quelconque, vous n'êtes pas entièrement satisfait d'un achat, nous vous invitons à consulter notre politique de remboursement et de retour.

Les conditions suivantes s'appliquent à tous les produits que vous avez achetés auprès de nous.

## Interprétation et définitions

### Interprétation

Les mots dont la lettre initiale est en majuscule ont des significations définies dans les conditions suivantes. Les définitions suivantes auront la même signification qu'elles apparaissent au singulier ou au pluriel.

### Définitions

Aux fins de cette politique de retour et de remboursement :

- **La Société** (désignée par « la Société », « Nous », « Notre » ou « Notre » dans le présent Accord) fait référence à Pizzetti Home Lda, Rua José Carlos Ary dos Santos, Portão 4 2660-173.
- **Les Biens** désignent les articles proposés à la vente sur le Service.
- **Les commandes** désignent une demande de votre part d'acheter des marchandises chez nous.
- **Service** fait référence au Site Internet.
- **Le site Web** fait référence à Egg Back Home, accessible depuis [www.eggbackgome.com](http://www.eggbackgome.com)
- **Vous** désignez la personne qui accède ou utilise le Service, ou la société ou toute autre entité juridique au nom de laquelle cette personne accède ou utilise le Service, selon le cas.

## Vos droits d'annulation de commande

Vous avez le droit d'annuler votre commande dans un délai de 14 jours sans donner de raison.

Le délai d'annulation d'une Commande est de 14 jours à compter de la date à laquelle Vous avez reçu la Marchandise ou à laquelle un tiers que vous aurez désigné, autre que le transporteur, prend possession du produit livré.

Dans votre compte personnel sur notre site Web, vous trouverez un lien pour retourner facilement les articles. vous pouvez également [cliquer ici](#) pour démarrer votre processus de retour.

Nous vous rembourserons au plus tard 14 jours à compter du jour où nous recevons les marchandises retournées. Nous utiliserons le même moyen de paiement que celui que Vous avez utilisé pour la Commande, et Vous n'aurez à payer aucun frais pour ce remboursement.

## Conditions de retour

Pour que les marchandises puissent faire l'objet d'un retour, veuillez vous assurer que :

- Les marchandises ont été achetées au cours des 14 derniers jours
- Les marchandises sont dans leur emballage d'origine

Les marchandises suivantes ne peuvent pas être retournées :

- La fourniture de Biens confectionnés selon Vos spécifications ou nettement personnalisés.

## Retour des marchandises

Si votre commande contient une étiquette de retour GRATUITE (éligible pour les commandes supérieures à 300 € pour l'EUROPE uniquement), suivez les étapes que vous avez reçues dans votre boîte.

## Retour de marchandises inférieures à 300 €

Vous êtes responsable du coût et du risque liés au retour des marchandises. Vous devez envoyer les marchandises à l'adresse suivante :

Pizzetti Home Lda

Oeuf de retour à la maison

R. do Cemitério 8B

2480-366 Juncal

le Portugal

Nous ne pouvons être tenus responsables des marchandises endommagées ou perdues lors du retour. Par conséquent, nous recommandons un service de courrier assuré et traçable. Nous ne sommes pas en mesure d'émettre un remboursement sans réception effective des marchandises ou sans preuve de livraison de retour reçue.

## Cadeaux

Si les marchandises ont été marquées comme cadeau lors de l'achat et vous ont ensuite été expédiées directement, vous recevrez un crédit cadeau correspondant à la valeur de votre retour. Une fois le produit retourné reçu, un chèque-cadeau vous sera envoyé par courrier.

Si les marchandises n'ont pas été marquées comme un cadeau lors de l'achat, ou si le donateur du cadeau s'est fait expédier la commande pour vous l'offrir plus tard, nous enverrons le remboursement au donateur du cadeau.

## Contactez-nous

Si vous avez des questions concernant notre politique de retours et de remboursements, veuillez nous contacter :

- Par email : [info@eggbackhome.com](mailto:info@eggbackhome.com)