Terms & Conditions (B2C) The Filter Specialist in France

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Introduction

These Terms and Conditions apply to all consumer purchases made via the website operated under **Filter Solutions H2O V.O.F.**, including but not limited to filtresaeau.fr, expertfiltre.fr, and any future e-commerce platforms operated by the company.

The purpose of this document is to provide transparency and clarity regarding the contractual relationship between us and you, the customer. It outlines your rights, obligations, and protections as a consumer under applicable French legislation, as well as our commitments as a seller.

These Terms and Conditions are binding for all orders placed via our website. By confirming your purchase, you acknowledge and accept these Terms without reservation. If you do not agree with any part of these Terms, you should refrain from using our services.

This version of the Terms and Conditions is intended exclusively for **non-professional** (consumer) purchases. Separate terms apply to professional and B2B clients, which are available upon request.

Should you have questions or require clarification, our team is available at parlons@filtresaeau.fr. We are committed to providing a safe, secure and compliant online shopping experience in full accordance with **French consumer law**.

In addition to our own websites, Filter Solutions H2O V.O.F. may also sell its products through third-party marketplace such as Cdiscount, Amazon, FNAC and others. In such cases, these Terms and Conditions shall apply to the extent that they are compatible with the contractual rules imposed by the relevant platform. If there is any conflict, the mandatory terms set by the platform operator will prevail.

1. Scope and Application

Scope, target audience and legal validity of these Terms

1.1 Purpose of the Terms

These Terms and Conditions define the legal relationship between the consumer and Filter Solutions H2O V.O.F., the operator of various online retail platforms. They establish the contractual framework for all purchases of products made via our webshops, including but not limited to filtresaeau.fr and expertfiltre.fr, as well as any future online stores operated by us. They also apply, under certain conditions, to purchases made via authorized external sales platforms where Filter Solutions H2O V.O.F. is explicitly listed as the seller.

1.2 Application to consumer sales only

These Terms apply solely to customers acting as consumers, i.e. natural persons acting for purposes unrelated to any trade, business or profession. Orders placed by legal entities or individuals acting in a professional capacity are subject to separate B2B Terms and Conditions. When an order is placed using a company name or business email address, or when the customer selects a business purchase option during checkout, we reserve the right to apply the B2B Terms. In cases of doubt, we may request additional information (such as a SIRET number) to confirm the applicable legal regime.

1.3 Contractual language

These Terms and Conditions are made available in both French and English. The language selected by the customer at the time of ordering determines the applicable version. In accordance with French consumer protection laws, the French version shall prevail in case of any inconsistency or dispute. Translations are provided for convenience and transparency, but are not legally binding unless otherwise specified.

1.4 Amendments and version control

Filter Solutions H2O V.O.F. reserves the right to amend these Terms and Conditions at any time, without prior notice. Any updates will be published on our websites with a clear indication of the version and effective date. The Terms applicable to a specific transaction are those accepted by the customer at the time of ordering. For transparency and accountability, previous versions of these Terms can be obtained by written request.

2. Seller Identification

Identification of the legal entity responsible for the sale and operation of the websites.

2.1 Company name and legal form

The seller is Filter Solutions H2O, a general partnership (V.O.F.) established under Dutch law. The company operates under the trade names Spécialiste des filtres and Expertfiltres, representing various current and future e-commerce activities.

2.2 Registered office and trade registration

Filter Solutions H2O has its registered office at: Handelsakade 124, 7005 AL Doetinchem, The Netherlands. For postal communication within France, the company uses the following correspondence address (not for visits or returns): 50 avenue des Champs Elysées, 75008 Paris, France. The company is registered with the Dutch Chamber of Commerce (KvK) under number 90500628, with VAT identification number NL865337664B01.

2.3 Contact information

Customers may reach us via the following email addresses:

- For customer service: service@filtresaeau.fr
- For general inquiries: parlons@filtresaeau.fr

Full contact information is available through the "Contact" page on our website, accessible via the top-right navigation. We do not operate a telephone line or online contact form.

2.4 Hosting provider

Our websites are hosted by Hetzner Online GmbH, located in Falkenstein, Germany.

3. Definitions

This section defines the key terms used throughout these Terms and Conditions to ensure clarity and legal consistency.

3.1 'Consumer'

A "Consumer" is defined in accordance with the applicable EU legislation as any natural person who is acting for purposes which are outside their trade, business, craft, or profession. This definition applies to all customers who purchase through our platforms, whether by creating an account or placing an order as a guest.

3.2 'Product'

A "Product" refers to any item offered and sold through our e-commerce platforms. This includes but is not limited to original and private-label filters, accessories, and related goods.

3.3 'Order'

An "Order" becomes binding once both the customer and we have received confirmation of the transaction. This confirmation is typically issued within 30 minutes after successful payment. Orders may be placed without the creation of a customer account (i.e., as a guest).

3.4 'Delivery'

'Delivery' refers to the moment the ordered products arrive at the customer's designated address, regardless of whether the customer or a third party receives the goods.

3.5 'Right of Withdrawal'

The 'Right of Withdrawal' applies to all unused products, except in cases of custom-made or personalized goods. For hygiene-related items such as filters, withdrawal is permitted even if the outer packaging has been opened, provided the product itself remains unused.

3.6 'Working Day'

A "Working Day" is defined as Monday through Friday, from 09:00 to 17:00 (CET), excluding French public holidays.

- Orders placed after 17:00 will be processed the next working day.
- Orders placed during the weekend will be shipped on the following Monday, unless Monday is a public holiday.
- Our customer service team is available Monday to Saturday from 10:00 to 16:00 via email only.

4. Acceptance of the Terms

Customer agreement as a prerequisite for completing any order

4.1 Binding nature of acceptance

By placing an order through any of our webshops or external sales platforms, the consumer agrees to these General Terms and Conditions. This acceptance is legally binding and forms an integral part of the purchase contract.

4.2 Consent during checkout

During the checkout process, the consumer is explicitly required to accept the Terms and Conditions via a mandatory checkbox. The same text includes a clickable link to the current version of the Terms. Without confirming this consent, the checkout process cannot be completed.

4.3 Conflicting customer terms

Any differing or supplementary terms proposed by the customer are not accepted and will not apply unless explicitly agreed to by us in writing. Our Terms and Conditions are solely applicable to all consumer transactions.

5. Products and Availability

Information about our assortment, availability, and product reliability.

5.1 Product descriptions and compatibility

All products on our websites include a clear description, often indicating "compatible with" and relevant model numbers. Customers may rely on the accuracy of this information. In case of doubts or discrepancies, we invite customers to contact us directly. We offer both branded and universal products. Universal items are grouped under broader model categories, and if the model number is listed, the product is suitable in 99% of the cases.

5.2 Availability and stock

Our products are stored in a shared warehouse. As we do not operate with real-time inventory syncing, it is possible—though rare—that an item ordered is temporarily out of stock. If so, we always inform the customer promptly. The product is usually restocked quickly. Orders can still be placed for temporarily unavailable items.

5.3 Discontinuation and substitutions

Some products may be (temporarily) discontinued, usually to improve quality. When this occurs, the product will be removed from our website and any affiliated platforms. If a suitable alternative is available, this will be clearly stated on the product page.

5.4 Information accuracy

We aim for maximum accuracy in all content on our websites. Nevertheless, small errors or omissions may occur. Descriptions and images of our private label products are created inhouse. Images of original branded products are either provided by suppliers or created by us.

6. Prices and VAT

Transparency regarding costs, taxes and discounts

6.1 Prices including VAT

All prices displayed on our website include 20% French VAT (TVA) by default. During checkout, the price excluding VAT is also shown for transparency. We apply a fixed VAT rate of 20% on all products, without exceptions.

6.2 Shipping and handling fees

We ship from the Netherlands using PostNL. Upon crossing the border into France, the parcel is transferred to Collis Privé for final delivery. We apply a flat-rate shipping fee of €6.95 per order. We reserve the right to modify this fee at any time without prior notice. No additional or hidden fees will be charged.

6.3 Promotions and discounts

We frequently offer promotional discounts. In addition, most products benefit from tiered discounts when purchased in multiples. These tiers apply at 2, 3, and 6 units, with discounts of 6%, 12%, and 21% respectively. The correct price is automatically calculated in the shopping cart.

6.4 Currency and rounding

All prices on our website are displayed in euros (€). We do not round amounts, the final total is shown precisely during checkout and reflected as-is on the invoice.

6.5 Obvious pricing errors

Despite our best efforts, a product may occasionally be displayed with an incorrect price. In case of an obvious pricing error, we reserve the right to cancel the order and notify the customer. For example, if a product normally priced at €49.95 is mistakenly shown at €0.49, this shall be deemed an obvious error.

7. Orders and Confirmation

Clear process, fair validation, and cancellation safeguards

7.1 Order process and contract information

During the ordering process, customers are shown a full and transparent summary of their order, including product details, pricing (both including and excluding VAT), the shipping address (which also serves as the billing address), and personal information. All relevant information is presented clearly without hidden terms or conditions.

7.2 Technical steps

When the customer proceeds to place an order, a pop-up with a brief order summary is shown. Upon confirming this, the customer is redirected to the main cart view where all details are reviewed, and the preferred payment method is selected. Payment is then processed via the chosen method.

7.3 Order confirmation

Immediately after successful payment, the customer receives an automated confirmation email. At that point, the order is officially confirmed and considered binding.

7.4 Right to cancel or reject

We reserve the right to cancel or reject any order if there is reasonable suspicion of fraud or misuse. For example, payment via a stolen card or a card originating from a country outside of France where inconsistencies are detected. In such cases, we will attempt to contact the customer before acting.

8. Payment Terms

Fast processing, secure transactions, and ownership transparency

8.1 Accepted payment methods

We accept the following payment methods: Cartes Bancaire, Mastercard, Visa, PayPal, Klarna Pay in 30, Apple Pay, Google Pay, and Virement Bancaire. Additional methods may be made available in the future depending on our payment service provider.

8.2 Payment timing and processing

All consumer orders must be paid immediately via the selected payment method. Payments are typically processed instantly.

8.3 Payment service providers

All payments on our webshop are securely processed via MultiSafepay, our official payment service provider. MultiSafepay B.V. is headquartered at Kraanspoor 39, 1033 SC Amsterdam, The Netherlands. For more information, please visit www.multisafepay.com/be-fr/ or contact them directly via support@multisafepay.com.

8.4 Failed payment

If a payment fails, the customer is redirected to retry the transaction. If the issue persists, they may choose an alternative payment method. Orders for which payment has not been received within 30 minutes will be automatically cancelled.

8.5 Retention of title

Filter Solutions H2O retains ownership of all products until payment has been fully processed and confirmed by our payment provider.

9. Shipping and Delivery

Our delivery process and your rights as a customer.

9.1 Shipping options and zones

We ship exclusively within mainland France using Collis Privé via PostNL. It is currently not possible to ship to parcel lockers or pick-up points.

9.2 Estimated delivery time

We aim to deliver your order within 3 to 4 working days. However, once your parcel is handed over to the carrier, we have no further control over the delivery time. During holidays or peak periods, delays may occur. No shipments or deliveries are made during weekends unless explicitly stated.

9.3 Delivery address

Orders are delivered to the address provided by the customer. Partial deliveries may occur if the order is split or a backorder is involved. In such cases, items will be securely taped together or shipped separately at no additional cost.

9.4 Risk and liability transfer

In case a parcel is lost, the risk lies with the carrier. Filter Solutions H2O cannot be held liable, but we will actively assist in finding a solution. If a parcel is visibly damaged but the product itself is intact, the product may still be used.

9.5 Partial deliveries

Your order may be delivered in multiple packages if some items are temporarily out of stock. If so, the remaining items will be shipped later at no extra cost. You may always refuse delivery upon arrival if needed.

10. Right of Withdrawal

How and when to cancel your purchase.

10.1 Legal withdrawal period

You have the legal right to withdraw your order within 14 days after receiving the order confirmation.

10.2 Conditions for withdrawal

If the order has already been shipped, you must refuse the parcel at delivery. Withdrawal is accepted for all products except for custom items, hygiene-sensitive products, and open-box items.

10.3 Notification method

To initiate a withdrawal, you must contact us by email at: service@filtresaeau.fr.

10.4 Obligations of the consumer

Products must be returned in their original condition. We reserve the right to inspect returned goods for usage or damage.

10.5 Exclusions

Products with opened packaging are accepted if the filter inside is unused. However, deliberately torn packaging will not be accepted.

10.6 Refund obligations

Refunds will only be processed once the returned product has been received and inspected. The refund will be issued within 3 working days and only via the same payment method originally used.

11. Returns and Refunds

Clear conditions for returns outside the withdrawal period.

11.1 Return eligibility and approval

Outside the 14-day withdrawal period and the 30-day return window, we do not accept returns unless it's a warranty case.

11.2 Product condition

Returned products must be unused and in good condition. Any product returned in a used state may be rejected.

11.3 Return shipping costs

Return shipping costs are the responsibility of the customer, unless agreed otherwise in writing.

11.4 Refund method and timeline

Refunds are processed within 3 working days after we receive the returned item. The refund will be made using the original payment method only.

11.5 Refusal of refund

If the product is damaged, used, or returned outside the allowed return window, we reserve the right to reject the refund. Full return terms can be found on our French-language support page (Aide & Contact).

12. Legal Guarantees

Clarity on warranty period, defects and limitations

12.1 Guarantee of conformity

All our products come with a standard warranty of 12 months, unless stated otherwise. This applies to both original and private label products, including our Alapure® line. If desired, this warranty can be extended by an additional 12 months for a one-time fee of €49.99. This optional extended warranty can be added up to 7 days after purchase. Customers retain all rights under EU law regardless of any extended warranty.

12.2 Hidden defects

If a customer discovers a hidden defect in a product, it must be reported to us as soon as reasonably possible after discovery. We ask for a clear description of the issue, supported, if necessary, by photos or video. Upon receipt of the claim, we will assess the situation and work toward a fair resolution in accordance with applicable legal standards.

12.3 Remedies and limitations

For valid warranty claims, we offer an appropriate solution, which may include replacement, refund, or a store credit. Filter Solutions H2O reserves the right to determine the most suitable remedy based on product availability and circumstances. Return and shipping costs will be covered if the warranty claim is found to be valid. Damage due to improper use, negligence, or normal wear and tear is not covered by warranty.

12.4 Consumables and exclusions

Consumable items such as filters, descaling tablets, and cleaning tablets are covered by warranty only if unused and if a defect appears within the shelf life. Used products are not eligible for return or warranty unless a manufacturing defect is evident. Original brand products are not excluded from warranty but are assessed on a case-by-case basis.

More information regarding our warranty conditions is available on our customer service page (Aide & Contact, available in French only).

13. After-Sales Support

How to reach us and what we can help with

13.1 Contacting customer service

Customers may reach our customer service team via email (service@filtresaeau.fr), the ticket system on our website, or through social media @filtresaeau.fr (Instagram and X). For any questions related to orders, we ask customers to contact us only via email or the ticket system. Messages via social media are only answered if they are general in nature. We aim to respond within 24 hours on working days.

13.2 Support scope and delays

We offer support both before and after the purchase of a product. However, we do not provide installation guidance or support for error codes or technical troubleshooting. In such cases, we refer customers to the product's user manual. If a customer is unable to resolve the issue independently, we are happy to assist within reasonable limits.

13.3 Limitations and exclusions

If a customer has mistakenly ordered the wrong product, we are available to help find a suitable alternative. Any associated costs, however, remain the responsibility of the customer. Installation instructions are only included when available. In general, we do not offer support for products not purchased from us. In rare cases where no other support is available, we may help on a voluntary basis.

14. Liability

Limitations and responsibilities

14.1 General limitation

Filter Solutions H2O cannot be held liable for any direct or indirect damages resulting from the use of our products, except in cases of proven gross negligence or willful misconduct. All products come with clear instructions, and the customer is responsible for proper installation and usage.

14.2 Improper use by the customer

If a product is installed incorrectly or used in a manner inconsistent with its intended purpose or the appliance manufacturer's instructions, the responsibility lies fully with the customer. Our filters are designed to be user-friendly and easy to install. Any misuse, incorrect application, or forced installation invalidates any claim to liability or compensation.

14.3 Force majeure

We are not responsible for delays, delivery failures, or other issues arising from events beyond our control ("force majeure"). This includes courier disruptions, strikes, natural disasters, or regional delivery restrictions. While we cannot influence these external factors, we will always try to find a suitable solution together with the customer.

15. Personal Data Protection

Strict GDPR compliance and maximum customer data security

15.1 GDPR compliance

All personal data is processed strictly in accordance with the General Data Protection Regulation (EU 2016/679 – GDPR). Every action involving data collection, processing, or storage is conducted under secured protocols and based on legitimate legal grounds. Any irregularity is taken seriously and triggers internal reporting procedures.

15.2 Purpose and scope

We collect the following data: first and last name; email address; shipping and billing address; phone number; order history; IP address; language preference.

We do not collect unnecessary data. Consent is always obtained through a clear, active opt-in (e.g., ticking a box) and never by default.

15.3 Data subject rights

Every customer has the right to access their personal data; request correction or deletion; object to or limit processing; request data portability; request complete deletion ("right to be forgotten").

Requests must be sent by email to parlons@filtresaeau.fr with full name and email address. Providing a reason is optional but helpful. We process all valid requests within 30 days.

15.4 Data retention

Customer data is stored for a period between 180 and 365 days, depending on the nature of the interaction. After this period, it is automatically deleted or anonymized. Customer accounts remain active unless manually deleted by the user. We never store payment information under any circumstance.

15.5 Data security

We use secure server environments; SSL encryption; GDPR-compliant storage practices; internal access control; anonymisation where applicable.

We conduct regular security audits and apply the highest standards to prevent data breaches. Any unauthorized access or suspicious activity will be reported to CNIL (France's data protection authority) if required by law.

16. Intellectual Property

All intellectual property is legally protected. Reuse is not permitted without consent.

16.1 Copyright and website content

All content on the websites of Filter Solutions H2O including texts, visuals, logos, and product descriptions is protected by copyright. Reproduction, copying or reusing this content without prior written permission is strictly prohibited and may result in legal action.

Please note: a small number of our product photos originate from manufacturers. Copyright does not apply to those images.

16.2 Brand rights (e.g. Alapure®)

The brand Alapure® is an officially registered trademark with the EUIPO (European Union Intellectual Property Office). It is legally owned by Z. Benli, Filter Expert B.V. We reserve all rights associated with this brand. The Icepure brand, on the other hand, is not owned or managed by us.

16.3 Restrictions on use

No element from our website(s) may be used, republished, resold or shared in whole or in part without written permission. This applies to all content, regardless of its format or context, and includes metadata, source code, and design.

16.4 Reporting misuse

If you believe any of our materials or brand names are being misused, you may report this via parlons@filtresaeau.fr. Reports are always treated confidentially and may remain anonymous.

17. Governing Law and Jurisdiction

French and European law apply to all orders placed with us.

17.1 Applicable law

Although Filter Solutions H2O is a Dutch-registered company, we operate in full compliance with French legislation and applicable EU consumer protection law. All legal rights of French consumers are upheld in every transaction.

17.2 Competent court

Any legal dispute between the customer and Filter Solutions H2O will fall under the jurisdiction of the Court of Paris (France). This jurisdiction applies to all deliveries made to French territory.

17.3 Mediation or dispute resolution

We prefer to resolve complaints and disputes directly with our customers. If a resolution cannot be reached, you are entitled to contact a recognised French dispute resolution body. The list of official bodies is available through the European Commission.

18. Archiving and Proof

How we handle order documentation and its legal standing

18.1 Order archiving

We retain all order-related information for a period of up to two years after the purchase date. This retention period is linked to the legal guarantee period applicable to most of our products. All data is securely stored on our servers. Customers with an account can access their full order history at any time via their personal login area. Customers who placed an order as a guest may request a copy of their order history by contacting us at service@filtresaeau.fr.

18.2 Access to contract copy

After each confirmed order, customers automatically receive a detailed order confirmation by email. We strongly recommend saving this email for future reference. Should a customer require a copy of their order confirmation, we can resend it upon request—provided the request is sent from a valid email address and the order can be identified in our system.

18.3 Evidentiary value of electronic confirmation

Any digital order confirmation sent by us from a verified @filtresaeau.fr email address is accepted by us as legally valid proof of purchase. We consider electronic and paper confirmations to be equally binding. However, for faster handling of inquiries, we advise using the email confirmation whenever possible.

Thank you for your trust! The Filter Specialist in France

At Filter Solutions H2O, we are committed to transparency, clear communication, and customer satisfaction. If you have any questions regarding these terms, our support team is happy to assist you.