

## GENERAL TERMS OF SALE ON THE INTERNET

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Any online purchase completed at [www.claudiepierlot.com](http://www.claudiepierlot.com) is subject to prior acknowledgement and acceptance of these general terms of sale.

The guide for making purchases at [www.claudiepierlot.com](http://www.claudiepierlot.com) can be accessed [here](#).

The legal notice can be accessed [here](#).

Our general terms and conditions of sale can be downloaded [here](#).

Last modified August 13 2018

### 1. DEFINITIONS

- Item: Products of any kind offered for sale (ecommerce service) on the Site
- Customer: a non-business individual placing the Order and holding full legal capacity.
- Order: commitment to purchase all the Items selected by the Customer via the ecommerce service of the Site.
- Site: website produced by CLAUDIE PIERLOT and accessible at [uk.claudiepierlot.com](http://uk.claudiepierlot.com)

### 2. PREAMBLE

These general terms of sale (hereinafter "TOS") exclusively apply between the Customer and Claudie Pierlot S.A.S with head offices located at 49 rue Etienne Marcel 75001 Paris FRANCE registered in the Trade and Companies Register of Paris under the number 382 544 310 (hereinafter "CLAUDIE PIERLOT").

Any user may access the TOS from any page of the Site.

The TOS are applicable without restriction or reserve to all the Items offered for sale on the Site.

Any Order on the Site is conditional upon the prior consultation and acceptance, without reserve, of these TOS and applicable tariffs by the Customer.

The validation of an Order following the order procedure offered on the [site](#) requires acceptance of these TOS.

These TOS shall take precedence over any other document.

### 3. ATTENTION

The sale of Items on the Site is exclusively reserved to retail sales and sales to private individuals.

In no case may the Site be used by professional retail Customers, alone or together, and regardless of the method of marketing their products (on the internet, in shopping malls, intermediaries, and including physical stores). The Customer acknowledges and agrees therefore that the items can only be purchased in quantities reflecting average consumer needs, both in terms of the number of items ordered in one order and the number of individual Orders respecting the usual amount an average consumer places for the same product. CLAUDIE PIERLOT reserves the right to refuse to fulfill an order clearly validated by a professional retail Customer.

All Customers are informed of the lack of reliability of the Internet, especially in terms of relative security in data transmission, continuity in unsecured access to the Site, non-guaranteed performance in terms of the volume and speed of data transmission and virus propagation.

CLAUDIE PIERLOT warns each Customer of the need to implement on his/her computer, portable or mobile solution any security measures likely to prevent the spread of viruses.

As the TOS are the subject of modifications, the applicable conditions are those in effect on the Site on the day the order is placed.

Handling of a defective or non-compliant item (replacement or refund) or the exercise of a right to cancel and return an order cannot be carried out in physical CLAUDIE PIERLOT stores.

All claims concerning the Items purchased online on the Site must be handled online.

Likewise, an Item purchased in any CLAUDIE PIERLOT store cannot be processed via the Site.

#### 4. CREATION OF A CUSTOMER ACCOUNT

Any adult Customer may freely and at no charge create a customer account through the "Create an account" section.

Creation of a customer account is completed by the Customer by filling out the form requesting identification information.

This account is strictly personal and enables an individual to log in before placing an Order.

When creating the customer account, the customer enters data that allows his/her identification under his/her full responsibility, control and direction and is committed to providing complete, accurate and timely information, and not to assume the identity of a third party, nor hide or change his/her age.

During the creation of a Customer Account, the Customer chooses his/her username and password.

If the username chosen is already assigned, the system prompts a message to choose another.

Usernames and passwords are personal and confidential. The Customer is solely responsible for them.

The Customer undertakes to keep his/her password secret and to not disclose it under any context and for any reason whatsoever.

If it is suspected that a username and password has been used by a third party, the Customer must immediately alert CLAUDIE PIERLOT to change his/her password and/or choose to close his/her account.

CLAUDIE PIERLOT reserves the possibility to close any customer account and refuse any sale to a Customer in the following cases:

- lack of payment for one or several past Orders,
- abuse, unfair or fraudulent use of the Order service provided on the Site or failure to respect any of the Customer's obligations set out in the TOS.

In this case, CLAUDIE PIERLOT will send an email to the Customer concerned, via the address communicated by the latter during the creation of his/her customer account, informing the deactivation of his/her username and password and the closing of the account.

Generally speaking, the Customer is informed of the fact that his/her account may be closed following the first request of the Customer issued by email to CLAUDIE PIERLOT.

## 5. ITEM CHARACTERISTICS

The Items available for sale are those appearing on the Site. The offers are valid as long as they are visible on the Site.

They are offered so long as their availability is displayed on the Site.

CLAUDIE PIERLOT reserves the right to remove from sale, at any time, any Item present on the Site and/or replace or modify any information associated with the Items appearing on this Site.

In the event of an Item's unavailability after placing an Order, the Customer is notified by email and the Order is automatically cancelled.

The Items for sale on the site are only available for delivery in the United Kingdom.

The characteristics of Items sold on the Site (photographs, graphics and descriptions of items, etc.) are purely indicative and may vary over time. They are not contractual.

Only the image of the Item shown at the time of the Order may be taken into consideration by the Customer.

In the event of errors or omissions related to the description of an Item, the responsibility of CLAUDIE PIERLOT is limited to the reimbursement of reasonable return shipping fees for the Item exposed by the Customer.

## 6. ORDERING ITEMS

Placing an Order requires the registration of the Customer or the logging in of the Customer into the Customer Account.

The Customer declares being at least 18 years old and having full legal capacity or if he/she is a minor, guarantees having parental permission to place his/her Order.

To place an Order, the Customer must follow the online purchase process (<https://uk.claudiepierlot.com/en/help-and-faq/faqs.html>) and click on "Order" to submit an Order.

The payment of the Order requires the acceptance of these TOS, the price of the Items and the content of the Order.

After validation of payment, CLAUDIE PIERLOT sends an order confirmation email to the Customer.

Every Order is subject to the prior acceptance of CLAUDIE PIERLOT and is not definitively confirmed until after receipt by the Customer of an email confirming the shipping of the Item(s).

If the Customer does not receive an email following his/her Order, he/she must contact CLAUDIE PIERLOT customer service by email via the contact form located on the contact page of the website.

CLAUDIE PIERLOT cannot in any case be held responsible in the event of an input error or transmission of an input error not allowing the issuance of the confirmation email and/or Items.

It is recommended that the Customer print the Order confirmation email.

For any question regarding the tracking of the Order, the Customer must contact customer service by filling out the contact form located on the contact page of the website.

## 7. PRICES OF ITEMS

The prices are indicated on the Website in euros, all taxes included, not including the processing and shipping fees.

They include VAT and potential discounts applicable on the day of the Order.

Any new taxes or contributions, notably environmental, may be added to the retail price of the Items.

The prices of the products do not include delivery costs (transport, packaging and handling of packages according to the amounts in effect).

The shipping costs are specified on the Site before validation of the Order.

CLAUDIE PIERLOT reserves the right to modify the prices of Items at any time, the Items being invoiced based on the rates in effect at the time of the validation of each Order.

The price of the Items invoiced is therefore that indicated during the Order.

**THE ITEMS REMAIN THE FULL PROPERTY OF CLAUDIE PIERLOT UNTIL COMPLETE PAYMENT OF THE PRICE, WHICH THE CUSTOMER RECOGNISES AND ACCEPTS.**

## 8. PAYMENT OF THE ORDER

The price invoiced to the Customer is the price indicated in the Order confirmation sent to the Customer by email.

The Order is payable immediately, by bank card (CB, Visa, MasterCard, American Express).

The Customer is informed by email, once the Order is shipped, that the invoice including shipping fees and applicable VAT is accessible online on the customer account.

Transactions carried out on the Website are entrusted to a secure online payment platform HIPAY, whose registered office is located at 6 Place du Colonel Bourgoïn, 75012 Paris, Tel.: + 33 (0)1 73 03 89 34 and email: [contact@hipay.com](mailto:contact@hipay.com).

This solution presents highly secure pages for the input of payment data: card number, expiry date, and security code.

This platform encrypts and then transmits the payment data to the bank in complete confidentiality and makes them inaccessible to third parties.

It is possible for the Customer to save his/her bank data on his/her account. The data in this case remain encrypted and inaccessible.

## 9. DELIVERY CONDITIONS

The Items are delivered only in United Kingdom except Guernsey and Jersey. Express delivery only for Isle of Man.

The Customer will see several delivery options chosen by the Customer and at the expense of the Customer.

With the shipping number, the Customer may track his/her package on the website of the carrier chosen by the Customer.

The Customer will receive an email with an Order number confirming its processing. The Customer will be informed of the different stages of his/her Order by email.

The Items ordered will be delivered within a maximum of 30 days the registration of the Order, under the condition of complete payment of the price.

The Customer is informed that he/she must exactly provide all the information necessary for the proper filling of his/her Order and seamless delivery (access code, specification of access by example).

If the Customer is not home at the time of delivery, a note is left informing the Customer of how the package will be retained and made available, under the complete and exclusive responsibility of the carrier.

Deliveries are announced by email to the Customer, to the email address provided by the latter in his/her customer account.

A delivery slip is included in the package, summarizing the Items ordered and effectively delivered.

If the delivery address provided by the Customer is not valid and causes a return of the package due to non-receipt at the indicated address, the return shipping fees of the package to the new address communicated will be covered by the Customer.

The Customer fully and exclusively assumes the risks related to the Items as of their delivery.

CLAUDIE PIERLOT also offers Customers the option of choosing free delivery to a boutique (excluding corners, department stores and outlets and outside sales periods):

- This delivery method is only possible at eligible boutiques in the London region (limited list proposed while selecting the delivery method when placing the Order. To consult the list, click [here](#)).
- The Customer is informed by email when the order becomes available at the chosen boutique.
- To collect the order, the customer must visit the boutique chosen for delivery during opening hours and present a form of ID and the order confirmation email or order availability email.
- He or she has 14 calendar days to visit the boutique and collect the Order. Once this time has elapsed the Order will be automatically cancelled: the Customer will be informed by email of the cancellation of this Order. In the event of an Order being permanently cancelled, the Customer will be refunded the price paid for his/her order within 14 calendar days of the cancellation confirmed by email.
- The Customer fully and exclusively assumes the risks related to the Items as of their collection from the boutique

## 10. DELIVERY LEAD TIMES

The items are delivered to the delivery address indicated by the Customer in the Order at the latest on the date indicated during the Order and according to the country of delivery.

CLAUDIE PIERLOT puts forth its best efforts to issue the Order within a maximum lead time of 30 days and undertakes that this delivery will be carried out within 3 (three) business days as of the Order.

In the case of delivery to a boutique, CLAUDIE PIERLOT will do everything within its powers to deliver the order within 1 (one) to 2 (two) working days from the order date.

In the event of a delay in delivery exceeding 7 business days in relation to the maximum lead time above, the Customer may contact CLAUDIE PIERLOT by email to request cancellation of his/her Order within 60 business days.

The contract and therefore the sale will be considered breached upon receipt by CLAUDIE PIERLOT of the email or letter in which the Customer informs his/her decision, unless the delivery takes place between the shipping and receipt of the email or letter from the Customer.

In the event that the Order would be permanently cancelled, the Customer will be refunded the price paid for his/her order within 30 days of the cancellation confirmed by e-mail.

In the event that the Customer receives the package after the cancellation of his/her Order, CLAUDIE PIERLOT will refund the items and return shipping costs, upon receipt of all of them in their perfect original condition.

Each delivery is deemed completed upon provision of the package to the Customer, by the carrier, evidenced by the control system used by the carrier.

If the package is damaged or if the Item does not match the Order, the Customer must contact customer service by filling out the contact form located on the contact page of the website. The return will be within 30 days of shipping, following the procedure described in the Article "Returns - My item has a quality defect", accessible [here](#).

In case of delivery by a carrier that requires making an appointment with the Customer, the carrier shall contact the Customer as soon as possible to arrange an appointment for delivery, at the latest 30 days from the date of validation of the order.

CLAUDIE PIERLOT cannot be responsible for late delivery due exclusively to the unavailability of the Customer after several proposals for appointment by the carrier.

If in the course of the same Order, the delivery dates of several Items differ, the delivery time is based on the latest date of the order date.

## 11. RETURN

If delivery of an Item does not match the Customer's Order or has a transport-related defect, the Customer may return said Item after getting a return voucher from CLAUDIE PIERLOT following the procedure set out below and accessible on the Site.

The refund procedure is exclusive of any exchange, and, save for the Customer the time and manner of exchange procedures may present a major disadvantage for the latter.

Returns by post are completely free of charge. The Customer has a prepaid shipping label in his/her package.

In order to be able to return an item and receive a reimbursement:

- The Customer must tick the product(s) to be returned on the delivery voucher included in his/her parcel within a maximum period of 30 calendar days after their Order is dispatched. Any claim filed after this deadline will not be accepted and CLAUDIE PIERLOT will be released from any liability,
- The Customer must affix the prepaid shipping label on his/her box and include the delivery voucher in his/her return package.
- The Customer must drop off his/her box to the nearest drop-off location as stated on his/her prepaid shipping label.

In order to track his/her parcel, the Customer may use the tracking number provided on the return label or in his/her customer area.

These items must be returned properly protected in their original packaging (a carefully opened package will not be considered damaged packaging) and in a resalable condition (undamaged, unused and unsoiled by the Customer).

Once the returned Items are verified, CLAUDIE PIERLOT commits to issue a refund to the Customer as soon as possible and no later than four (4) to five (5) calendar days following the date of validation of the return to the Customer's bank account or payment account used to pay for the Items.

The Customer shall receive a confirmation email once the refund is initiated. The Customer may access information on the return of his/her parcel in the "my orders" section of his/her customer area.

Any non-compliant return (not containing the return slip) shall be rejected and CLAUDIE PIERLOT will be released from any liability.

## 12. RIGHT TO CANCEL AND RETURN AN ORDER

In accordance with national and European consumer protection laws, the Customer has a period of 14 days from receipt of the Order to exercise his/her right to cancel and return an order without having to give any reasons or incurring penalties, except any appropriate return costs.

If the Customer wishes to exercise his/her right to cancel and return an order, he/she must use the prepaid label included in his order.

Returns by post are completely free of charge. The Customer has a prepaid shipping label in his/her package.

In order to be able to return an item and receive a reimbursement:

- The Customer must tick the product(s) to be returned on the delivery voucher included in his/her parcel within a maximum period of 30 calendar days after their Order is dispatched. Any claim filed after this deadline will not be accepted and CLAUDIE PIERLOT will be released from any liability,
- The Customer must affix the prepaid shipping label on his/her box and include the delivery voucher in his/her return package.
- The Customer must drop off his/her box to the nearest drop-off location as stated on his/her prepaid shipping label.

These items must be returned properly protected in their original packaging (a carefully opened package will not be considered damaged packaging) and in a resalable condition (undamaged, unused and unsoiled by the Customer).

Once the return is validated, CLAUDIE PIERLOT will reimburse the Customer the full amount paid for the Order, excluding shipping costs, to the Customer's bank account used for payment of items, as soon as possible and no later than thirty days after the date on which this right has been exercised.

In terms of the right to retraction, the fees and risks related to the return are the responsibility of the Customer.

## 13. IN STORE-RETURN AND EXCHANGE

Without prejudice to the provisions regarding returns or to the right of retraction cited above, CLAUDIE PIERLOT gives the Customer the opportunity to exchange or return to the store the Items ordered on its website (excluding corners, department stores, outlets and outlet sales). CLAUDIE

PIERLOT also gives the Customer the opportunity to exchange the size or colour of an item at department stores and corners.

In order to be accepted, this exchange or refund must be carried out with strict adherence to the following terms and conditions:

- Exchanges or refunds are only possible at eligible boutiques. Click [here](#) to access the list of eligible boutiques.
- The Customer must return his or her article within a maximum of 30 calendar days following dispatch of the order, accompanied by the order dispatch email.
- Any items returned for exchange or refund must be correctly protected, in their original packaging (carefully opened packaging will not be considered to be damaged) and in perfect resalable condition (undamaged, unused, unsoiled and unwashed by the Customer).

#### 14. CUSTOMER SERVICES

For any information or question, to follow orders, to exercise the right to cancel and return an order or to obtain warranty service, the Customer must contact our customer service by email via the contact form located on the contact page or via phone : 0808 143 3704 (UK, Toll free number).

#### 15. WARRANTIES

Items are guaranteed against compliance defects and latent defects in accordance with Articles 1641 to 1649 of the Civil Code and L 211-1 et seq. of the Consumer Code, as of delivery:

- Article 1641 of the Civil Code: the seller is obliged to provide a warranty against hidden defects of the thing sold which render it unfit for the use for which it was intended, or that decrease this use so that the buyer would have not purchased it, or would have paid a lower price if he/she had known.
- Article 1648, paragraph 1 of the Civil Code: the action resulting from latent defects must be filed by the purchaser within two years after discovery of the defect.
- Article L. 211-4 of the Consumer Code: the seller must deliver goods in compliance with the contract and liable for compliance defects existing at the time of delivery. It also addresses lack of compliance resulting from the packaging, instructions for assembly or installation when it was assigned this by the contract or carried out under its responsibility.
- Article L. 211-5 of the Consumer Code: to comply with the contract, the item must:
  - 1 / Be suitable for the purpose usually expected of a similar item, and where appropriate:
    - Correspond to the description given by the seller and possess the qualities that it has presented to the buyer as a sample or model;
    - Feature the qualities that a buyer might reasonably expect given the public statements made by the seller, the manufacturer or its representative, particularly in advertising or labelling;
  - 2/ Or have the characteristics defined by mutual agreement by the parties or be suitable for any particular purpose for which the buyer made known to the seller and the latter accepted.
- Article L 211-12 of the Consumer Code: the action resulting from lack of compliance is recorded within two years after delivery of the goods.

This guarantee allows the Customer to return the defective or non-compliant item delivered for a refund under the aforementioned conditions.

## 16. AGREEMENT UPON PROOF

The Customer acknowledges and accepts that the Order recording systems provide proof of all transactions between CLAUDIE PIERLOT and the Customer.

The Customer acknowledges and accepts that proof of his/her acceptance and understanding of the present TOS (and their possible updates) is characterised by ticking the indication "I have read the General Terms and Conditions of Sale and I accept them" on the order validation page for each order.

To that end, the Customer acknowledges and accepts that the computerised data stored within CLAUDIE PIERLOT's computer servers in reasonable conditions of security and integrity are considered irrefutable proof of acceptance of the terms of the TOS and proof of all transactions between CLAUDIE PIERLOT and the Customer.

Accordingly, except in case of an obvious error by CLAUDIE PIERLOT proved by the Customer, the Customer may not dispute the admissibility, validity, or probative nature of the TOS and the content of the Order, on the basis of any legal provision that would specify that certain documents must be written or signed to constitute proof.

These elements thus constitute proof and, if they are produced as a means of proof by CLAUDIE PIERLOT in any legal proceedings or other, shall be admissible, valid, and enforceable in the same way, under the same conditions and with the same probative nature as any document established, received, or retained in writing.

At any time, the Customer shall have the ability to print, download, and retain a paper or electronic copy of the TOS.

## 17. RESPONSIBILITY

**CLAUDIE PIERLOT reserves the right to modify the information contained on this Website at any time without notice.**

CLAUDIE PIERLOT undertakes to describe the Items sold on the Website with the greater accuracy and to ensure, under the best possible conditions, the updating of the information displayed there.

**However, CLAUDIE PIERLOT cannot guarantee the accuracy, precision, or completeness of the information made available to Customers on the Website.**

CLAUDIE PIERLOT may not be held liable in case of non-substantial differences between the photos presenting the Items on the Website, texts, and illustrations and the ordered Items.

**The Customer acknowledges and accepts that the prices of the Items are likely to vary between the website and the shops and that, in any case, this price difference may not serve as the basis of a request for full or partial refund for Items purchased on the Website or in stores.**

CLAUDIE PIERLOT may not be held liable for a breach of any of its contractual obligations resulting from unforeseeable circumstances or a case of force majeure as defined by the case law of the Swiss courts.

In particular, CLAUDIE PIERLOT shall not be held liable for any failure or delay in the execution of Orders caused by events outside its control ("Case of Force Majeure").

A Case of Force Majeure includes any act, event, failure to perform, omission, or accident beyond CLAUDIE PIERLOT 's control and includes but is not limited to:

1. Strikes, closures, or other industrial actions.
2. Civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not), or threat or preparation of war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
4. Inability to use transport by rails, boats, planes, roads, or other public or private means of transport.
5. Inability to use the public and private telecommunications networks.
6. Acts, decrees, legislation, regulations, or restrictions of all governments.
7. Strike, malfunction, or accidents in maritime, postal, or other transport.

The performance of the TOS shall be suspended as long as the Case of Force Majeure lasts, and the performance and delivery periods shall be extended accordingly. As much as possible, CLAUDIE PIERLOT shall endeavour to end the Case of Force Majeure or find a solution allowing it to meet its contractual obligations despite the Case of Force Majeure.

**CLAUDIE PIERLOT is solely liable for any direct damage foreseeable at the time of the use of the Website or the entry into the contract of sale with the Customer, to the exclusion of all consequential damage.**

## 18. LICENCE

CLAUDIE PIERLOT grants a limited licence for access to and personal and non-professional or commercial use of the Website to the Customer.

In no case is the Customer authorised to download or modify all or part of this Website without CLAUDIE PIERLOT's express written authorisation.

In no case should this Website or any part of this Website be reproduced, copied, sold, or used for commercial or professional reasons without CLAUDIE PIERLOT's express written authorisation.

The Customer must not use techniques to copy a trademark, logo, or any other information (in particular images, text, and layouts) owned by CLAUDIE PIERLOT without its express written consent.

CLAUDIE PIERLOT authorises the Customer, on a non-exclusive and revocable basis, to create a hyperlink to the Website's homepage, provided that this link cannot create any deceitful, false, derogatory, or infringing nature against the Items, CLAUDIE PIERLOT, or any of its registered trademarks or that may harm CLAUDIE PIERLOT.

In no case may CLAUDIE PIERLOT be held liable for the creation of this hyperlink in any capacity whatsoever.

## 19. PROTECTION OF PERSONAL INFORMATION

Customers are hereby informed that their personal data may be collected on the Website and used by CLAUDIE PIERLOT, which acts as data controller within the meaning of the Regulation (EU) 2016/679 of the European parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter “General Data Protection Regulation” or “GDPR”).

CLAUDIE PIERLOT undertakes to protect and ensure the security and confidentiality of its Customers’ personal data in accordance with the GDPR, including by taking all appropriate measures to prevent these data from being distorted, damaged or accessed by unauthorised third parties.

In particular, Customers’ personal data may be sent to service providers and contractual partners which, acting as subcontractors within the meaning of the GDPR, contribute directly to the management of Orders and for which it is absolutely necessary to access the personal data entered by Customers when creating and using their Accounts (identity, postal address, telephone number, email address). Subcontractors may act only under instruction from CLAUDIE PIERLOT.

Customers’ personal data are collected for the following purposes:

- to manage Orders and relationships with Customers;
- to inform Customers about commercial offers and information relating to the brand;
- to reinforce and enhance communication from the Website and the brand by sending, for instance, newsletters and special offers depending on the preferences that Customers express on the Website;
- to improve and personalise the services offered to Customers; and
- to comply with legal and regulatory obligations.

Customers’ personal data are retained only for the period strictly necessary for the aforementioned purposes.

In accordance with the French Data Protection Act, Customers have the right to access, correct and object to the use of their personal data (hereinafter “Data Protection Rights”).

To exercise one or more Data Protection Rights, Customers should send a request by email or post to the Customer Services department of CLAUDIE PIERLOT, by filling in the contact form on the Website or by writing to the following address and stating their full name, email address and customer reference details: CLAUDIE PIERLOT Service client, 49 rue Etienne Marcel, 75001 Paris FRANCE, and stating their full name, email address and customer reference details.

All requests must be signed and accompanied by a photocopy of an ID document bearing the Customer’s signature, and include the return address.

Requests made on the basis of one or more Data Protection Rights will be replied to no later than 2 months after receiving the requests.

Customers may give CLAUDIE PIERLOT specific guidance in which they explain how they would like to exercise their Data Protection Rights under the GDPR after their death.

## 21. COMMERCIAL OFFERS AND NEWSLETTERS

CLAUDIE PIERLOT may send commercial offers to Customers by post, email, SMS, telephone, or via the collection of Web spaces coordinated by CLAUDIE PIERLOT or any of its subsidiaries on social networks, subject to prior acceptance.

At any time, the Customer shall have the right to be opposed, without any cost, to commercial prospecting mailings by clicking on the "unsubscribe" link contained in each email, by making the request in a shop, via his/her Internet account, by post, or by responding STOP by SMS.

## 22. COOKIES

When visiting the site, information pertaining to the Customers' browsing may be recorded in "Cookies" installed on their terminal (computer, tablet, Smartphone).

These cookies are issued by CLAUDIE PIERLOT in order to facilitate browsing on the Site and allow recognition of Customer browsers when they are connected to the Site.

These cookies are issued in order to:

- Establish visitor statistics (number of visits, pages viewed, cancellation of the order process, etc.)
- Adapt the presentation of the Site to the display settings of terminals,
- Memorise the information entered in forms, manage and secure access to reserved and personal spaces such as the Customer account and manage the Order basket.
- CLAUDIE PIERLOT reserves the right to implant cookies on the Customer's computer when visiting the Site.

A cookie is a small file that is sent to the Customer's computer and stored on the hard drive. If the Customer is registered with CLAUDIE PIERLOT, his/her computer will store an identification cookie that will save time each time he/she visits the CLAUDIE PIERLOT site because it will remember the Customer's email address.

A cookie does not allow the identification of the Customer but the purpose is to note the prior visit of the Customer on the Site to help CLAUDIE PIERLOT personalise its services.

The Customer may configure settings so that cookies are deactivated and avoid the installation of cookies without his/her express consent on his/her computer.

Any settings implemented by the Customer shall be liable to change Internet browsing and conditions of access to certain services on the Site requiring the use of Cookies.

The Customer may express and modify at any time his/her wishes pertaining to cookies, by the methods described below.

The Site uses computer applications from third parties that allow the Customer to share the content of the Site with other people or to make known to other individuals his/her opinion of the content of the Site. (Social networks such as Facebook, "Google+", "Twitter", etc.).

When the Customer visits a page of the Site containing a "Share" or "Like" button, the browser establishes a direct connection with the servers of the concerned social network.

If he/she is connected to the social network during browsing, the application buttons allow to connect the pages visited to his/her account.

If he/she interacts via plug-ins, for example by clicking on the "Like" button; or in leaving a comment, the corresponding information will be transmitted to the social network concerned and published on his/her account.

If the Customer would not like social networks to connect the information collected through the Site to his/her account, he/she must logout of the concerned social network before visiting the Site.

CLAUDIE PIERLOT is in no way responsible for the content or operation of any of the social networks, including those which may be connected to the Site.

### 23. INTELLECTUAL PROPERTY

CLAUDIE PIERLOT is the exclusive holder of the intellectual property rights to:

- The Items proposed on the Website and the trademarks associated with the Items,
- The Website, and in particular its tree view, the organisation and titles of its sections, the visual and graphic identity, its design, its ergonomics, its features, software, texts, animated or fixed images, sounds, know-how, drawings, graphics, and any other element composing the Website,
- The databases, their structure, and their content, designed and managed by CLAUDIE PIERLOT for the needs of the Website's publication,
- All design elements of the Website, whether they are graphic or technical,
- The names, abbreviations, logos, colours, graphics, or other signs that may be used, produced, or implemented by CLAUDIE PIERLOT.

It is therefore forbidden to reproduce in any form whatsoever, directly or indirectly, the elements referred to in the preceding paragraph, or alter the trademarks, patents, names, symbols, logos, colours, graphics, or other signs appearing on the elements made available within the Website, or, more generally, use or exploit these elements other than as part of the performance hereof.

As such, the reproduction or use of all or part of these elements is authorised only for the exclusive purposes of information for personal and private use. Any reproduction and any use of copies done for other purposes is expressly prohibited.

Any other use, except with CLAUDIE PIERLOT's prior written authorisation, constitutes an infringement and is punishable under intellectual property laws.

### 24. MODIFICATION OF THE TOS

Given the possible changes to the Website and the regulations, CLAUDIE PIERLOT reserves the right to modify the TOS at any time.

Where appropriate, the new terms and conditions of sales shall be brought to the Customer's knowledge by modification of the dedicated page of the Website. The Customer shall then be invited

to expressly consent to the new version of the TOS by clicking on "I have read the General Terms and Conditions of Sale and I accept them" for each new order.

The latest version of the TOS may be downloaded on a reliable durable medium from the dedicated page of the Website and according to the methods indicated in the Preamble.

## 25. APPLICABLE LAW

These TOS are subject to French law.

Any dispute will fall under the exclusive competence of the French courts within the jurisdiction of the Customer's domicile, if no amicable agreement is reached between the Customer and CLAUDIE PIERLOT.