

# TERMS OF SALE

## OF J.LESQUENDIEU SA

### 1. General remarks

These Terms of Sale (hereinafter “TS”) are established by the Swiss company J. Lesquendieu SA, located at route de Pré-Bois 20, Meyrin, 1215 Geneva 15, Switzerland (hereinafter “J.LESQUENDIEU”).

J.LESQUENDIEU creates, manufactures and markets high-class perfume products of the “LESQUENDIEU” brand (hereinafter “Products”) all over the world through its website at [www.lesquendieu.com](http://www.lesquendieu.com) (hereinafter “Site”).

### 2. Scope

The TS apply to all Products sold exclusively on the Site.

The Products are exclusively intended to be sold to final consumers, either individuals or legal entities, who browse the Site and purchase Product(s) for themselves or for a third party (hereinafter “Customer”). The Customer declares that (s)he is purchasing the Products for personal, family or domestic use and shall not resell them for commercial purposes.

The Products cannot be sold to retailers or intermediaries acting on behalf of retailers.

J.LESQUENDIEU can update the TS at any time and they shall be accessible on the Site by clicking on the “Terms of Sale” link. If they are amended, the TS applicable to the Customer shall be those in force when the Customer places his/her order (hereinafter “Order”) or exercises his/her option to purchase by clicking on the “Samples” tab (hereinafter “Samples”), both of which are defined in article 3.2 of the TS.

### 3. Entering into contracts of sale

#### 3.1. Identification and account creation

In order to place an Order or make a Samples request from J.LESQUENDIEU on the Site through Customer Services, the Customer must first provide up-to-date personal details such as his/her surname, first name, email address, password and date of birth (hereinafter referred to collectively as “Personal Details”), thus enabling him/her to create and register an account on the Site (hereinafter “Account”).

The Customer guarantees the veracity and accuracy of his/her Personal Details.

Once the Customer’s Account is registered on the Site, the Customer will receive an email from J.LESQUENDIEU confirming his/her email address (as a username) and his/her password, which together make up the access codes for the J.LESQUENDIEU Site (hereinafter “Access Codes”).

Creating an account enables the Customer to:

- track deliveries of Products and view the history of his/her Orders and Samples requests;
- return or exchange Products;
- add or change his/her delivery and billing addresses for future Orders and Samples requests;

The Customer also undertakes to update his/her Personal Details in his/her Account.

The Customer shall ensure that his/her Access Codes, which are strictly personal to him/her, are kept secret and safe at all times. (S)he therefore undertakes never to communicate them to third parties.

Under no circumstances may J.LESQUENDIEU be held liable for any fraudulent use, loss or theft of the Customer's Account resulting from its being accessed by a third party. In all of the aforementioned situations, the Customer undertakes to notify J.LESQUENDIEU in writing immediately.

The confidentiality policy of the Site, which can be accessed on the Site, is defined by J.LESQUENDIEU and concerns the use of the Customer's Personal Details, which (s)he has agreed to communicate on the Site (hereinafter "Confidentiality Policy").

The Customer can access full details of how his/her Personal Details can be used by J.LESQUENDIEU in article 4 of the TS and in the Confidentiality Policy.

In order to pay for the Product or Products, the Customer shall be invited to confirm his/her acceptance of these TS in force on the date of his/her Order or his/her Samples request every time (s)he purchases a Product on the Site. The TS can be accessed by the Customer before making a purchase and when (s)he is asked to confirm his/her acceptance of them.

By ticking the box provided, the Customer acknowledges that (s)he has read, understood and accepted without reservation these TS and the Terms and Conditions of the Site which govern access to and use of the Site (hereinafter "TC") and the Confidentiality Policy of J.LESQUENDIEU.

Details which are recorded by the Site shall constitute evidence of all transactions between J.LESQUENDIEU and the Customer. In the event of a dispute between J.LESQUENDIEU and the Customer over a transaction which has been made on the Site, the details recorded by J.LESQUENDIEU shall be regarded as valid evidence of the content of the transaction.

The Customer can deactivate his/her Account at any time by sending a request to this effect by email to Customer Services via the "Contact" tab. After his/her account has been deactivated, the Customer shall be free to create a new Account at any time.

### **3.2. Arrangements and procedure for placing Orders and making Samples requests**

#### **3.2.1 Selection of Products and payment**

The Site enables the Customer to order from J.LESQUENDIEU a selection of “LESQUENDIEU” Products which are presented on the Site for delivery anywhere in the world.

The Customer can make:

- An Order for one or more Products on the Site

#### **3.2.2 Acknowledgement of receipt of Orders and Samples requests by J.LESQUENDIEU**

Once the Customer has made his/her Order or made a Samples request on the Site, (s)he shall receive from J.LESQUENDIEU an acknowledgement of receipt of the order by email, which shall state the details of his/her Order or Samples request. The acknowledgement of receipt of the Order or Samples request, which shall serve as an invoice, shall include a Reference Number assigned by J.LESQUENDIEU, which the Customer shall be asked to keep carefully (hereinafter “Reference Number”). This Reference Number shall be useful for any subsequent requests or searches for information concerning the Customer’s Order or Samples request. This acknowledgement of receipt of the Order or Samples request shall not constitute acceptance thereof by J.LESQUENDIEU.

#### **3.2.3 Confirmation of Orders and Samples requests by J.LESQUENDIEU**

After J.LESQUENDIEU has sent the Customer the acknowledgement of receipt of the Order or Samples request, including the Customer’s payment for the Product(s), J.LESQUENDIEU shall carry out the usual security and anti-fraud checks and shall then process the Order or Samples request.

If J.LESQUENDIEU accepts the Customer’s Order or Samples request, J.LESQUENDIEU shall confirm acceptance to him/her by email and shall send a detailed acknowledgement of acceptance stating the total amount of the Order or Samples request, the quantity of Products purchased and details of the delivery costs and times to the address communicated by the Customer.

J.LESQUENDIEU reserves the right to reject or cancel an Order or Samples request from a Customer with whom it is in dispute with regard to a previous Order or Samples request, or if J.LESQUENDIEU reasonably believes that the Customer has breached these TS and/or the TC and/or the Confidentiality Policy or has been involved in fraudulent activity, or for any other legitimate reason.

### **3.3. Availability of Products**

The Products and prices offered by J.LESQUENDIEU shall be those which appear on the Site subject to stock availability. If one or more Product(s) is/are unavailable after an Order or Samples request has been placed/made, the Customer shall be informed of this by email as soon as possible. Should this occur, the Customer will be invited either to order or make a new Samples request on another Product presented on the Site as a substitute, or to cancel his/her Order or Samples request, and the corresponding amount shall not be debited from the Customer's bank account.

J.LESQUENDIEU shall not be liable if Products for Orders or Samples requests which have not yet been accepted by J.LESQUENDIEU are out of stock or unavailable.

### **3.4. Presentation of products**

The Customer must check that the correct Product(s) has/have been selected before confirming his/her Order or Samples request. While every effort will be made to ensure that the colour and design of the Products of which photographs are displayed on the Site are an accurate representation of the original Products, there may be variations, for example due to technical constraints on the rendering of colours on the Customer's computer equipment. J.LESQUENDIEU cannot, therefore, be held liable for non-substantial errors or inaccuracies in photographs or graphic representations of Products appearing on the Site. If (s)he has any questions about Products, the Customer can of course contact Customer Services by email at [info@lesquendieu.com](mailto:info@lesquendieu.com).

### **3.5. Inappropriate use of Products**

The Products offered for sale on the Site by J.LESQUENDIEU are not intended to be ingested or used as food under any circumstances. They must not come into contact with the buccal mucosa or the eyes.

The Products offered for sale on the Site by J.LESQUENDIEU must be kept away from all sources of heat, including flames.

These Products must also be kept out of the reach of babies, infants and young children.

J.LESQUENDIEU shall not be held liable for harm caused by inappropriate use of its J.LESQUENDIEU Products as defined in the preceding paragraphs.

### **3.6. Prices**

The prices of Products on the Site shall be displayed exclusive of taxes in euros and Products shall be sold exclusive of taxes all over the world, with the exception of Products delivered in Switzerland and France.

The prices of Products do not include shipping costs.

VAT shall be added to the Price of the Product paid by the Customer for Products delivered in Switzerland and France only.

### **3.7. Shipping costs**

Regardless of the place of dispatch for the Order or Samples request that the Customer selects when his/her Shopping Basket is validated, (s)he must pay the separate shipping costs in addition to the amount payable for the Product(s) in his/her Order or Samples request.

### **3.8. Customs duties**

Any customs duties and taxes specific to each country, except for delivery in France or Switzerland, shall be the responsibility of the Customer and payable by him/her in addition to the amount of his/her Order or Samples request and any shipping costs. Depending on the law in force in the country to which the Customer's Order or Samples miniatures are sent, the recipient of the parcel may be required to pay them even though the Customer placed the order. The Customer must therefore make enquiries to the competent authorities in his/her country or the country in which the recipient of his/her Order or Samples miniatures is located.

### **3.9. Secure payment**

Regardless of where the Customer is based, payment for the Product(s) shall be made with a payment card or wire transfer. The payment cards currently accepted are: Visa, MasterCard, American Express, Samples Network, JCB and Diners Club International.

Orders or Samples requests shall be regarded as effective once the bank payment centres have confirmed their consent.

In accordance with current regulations, and in order to guarantee the security and confidentiality of their details, J.LESQUENDIEU shall not save its Customers' bank details. The Customer must therefore save and print out his/her payment certificate if (s)he wishes to retain the payment details for his/her Order or Samples requests.

Payments processed by the J.LESQUENDIEU Site benefit from a security system of the highest level currently available: PCI DSS Level 1 certification. This international standard, which was created by the main players in the market (MasterCard, Visa, American Express, Samples Financial Services and JCB), regulates the security requirements for international payments:

- Build and maintain a secure network
- Protect cardholder data
- Maintain a vulnerability management programme
- Implement strong access control measures
- Regularly monitor and test networks
- Maintain an information security policy

### **3.10. Delivery method**

Products are normally delivered by FedEx or DHL International Priority to most destinations, including in Switzerland, to the address specified by the Customer when (s)he placed the Order or made a Samples request on the Site.

For general guidance only, the delivery time shall normally be 1 to 3 working days after J.LESQUENDIEU has sent the acknowledgement of receipt which serves as confirmation of the Order or Samples request.

### **3.11. Delivery delays and problems**

Any failures to deliver, or delays in delivery exceeding ten (10) working days, must be reported to Customer Services as soon as possible by email via the "Contact" tab. In order to ensure that his/her complaint is accepted, the Customer must communicate it in writing to Customer Services within thirty (30) calendar days following the date on which his/her Order or Samples request(s) is/are confirmed by J.LESQUENDIEU.

The Customer must check that the Product(s) is/are in order at the time of delivery. Any irregularities found (opened packages, damaged products, etc.) should be reported if possible on the delivery note in the form of handwritten reservations, accompanied by the Customer's signature.

If Products or miniatures which have been ordered do not meet the Customer's expectations, (s)he can exchange them or request a refund in accordance with the provisions of article 3.13, "Right to cancel".

### **3.12. Assumption of risks and reservation of ownership**

Products or miniatures which are ordered shall remain the property of J.LESQUENDIEU until the full price has been received by J.LESQUENDIEU. The Customer acknowledges that J.LESQUENDIEU is entitled to register Products or miniatures which are ordered in the Register of Reservation of Ownership applicable to the Customer's place of residence.

However, the Customer shall assume risk (including risk of loss, theft or damage) in relation to the delivered Products once they have been delivered to the address specified by the Customer when (s)he placed his/her Order or made a Samples request.

If a payment is not received or is cancelled while being processed, the Customer must immediately return the Product(s) to J.LESQUENDIEU when required to do so. The Customer shall assume all risks (including risk of theft, loss or damage) during the return of the delivered Product.

### **3.13. Right to cancel**

In accordance with Swiss law, the Customer shall have a period of 7 [calendar] days to exercise his/her right to cancel, which shall run from the date on which the Product(s) is/ are received by the Customer. This time-limit shall be met when the Product(s) is/are handed over to FedEx or DHL International Priority by the Customer for dispatch on the last day of the cancellation period.

If the Customer's request to cancel does not comply with the terms of these TS, J.LESQUENDIEU shall be released from its obligation to refund the sale price of the Product(s) paid by the Customer.

### **3.13.1 Return of the Product and packaging in its original condition**

If the Customer wishes to return the ordered Product without exchanging it or if (s)he wishes to exchange it for another Product, or if there is a mistake in the references of the Product selected by the Customer as per article 3.14 of the TS, the Product must not be opened and must be returned in its original condition and its original packaging in transparent film.

The name of the Product appears on the bottom of the box through the transparent film. It shall therefore be entirely visible and identifiable at all times by the Customer, who cannot validly argue that (s)he opened the Product and/or its packaging in order to identify it for the purpose of exercising his/her right to cancel.

Similarly, if the pump of the bottle has been primed, the Product cannot be returned or exchanged.

In order to determine the nature and characteristics of a Product and ensure that it is in good working order, the Customer may only handle and inspect it in the same way that would be permitted in a shop.

J.LESQUENDIEU cannot give refunds for any opened Products, unless they are faulty or were damaged while being delivered to the Customer.

If a Product which is faulty or which was damaged during delivery to the Customer is returned, the Customer must ensure that the bottle containing the Product is still airtight, and if not, (s)he should contact Customer Services by email via the "Contact" tab.

All returns shall generally undergo a rigorous quality inspection by J.LESQUENDIEU to ensure that the returned Product meets the requirements for return (hereinafter "Quality Inspection").

### **3.13.2 Return procedure**

The Product or Products must be returned by FedEx or DHL International Priority, together with the return form duly filled in and signed by the Customer and a copy of the invoice that the Customer received by email, to the following address:

J. Lesquendieu SA  
route de Pré-Bois 20

1215 Geneva 15

Switzerland

A Product or Products whose return meets the requirements of J.LESQUENDIEU as specified in article 3.13.1 of the TS with regard to the condition of the Product(s) and packaging, must be returned solely by FedEx or DHL International Priority.

The cost of sending Product(s) back by FedEx or DHL International Priority shall be borne by J.LESQUENDIEU, provided that the Customer gives prior written notice to J.LESQUENDIEU, which shall itself organise the return of the Product(s).

If the Product(s) is/are not returned in good condition, J.LESQUENDIEU shall bill the Customer for the loss of value.

If the Product(s) is/are returned in the proper manner and this is duly confirmed by J.LESQUENDIEU following the Quality Inspection referred to in article 3.13.1, the total price paid shall be refunded to the Customer in the form of a credit.

### **3.14. Guarantee against defects**

The Products sold on the Site by J.LESQUENDIEU are subject to the statutory guarantee terms set out in articles 197 et seq. of the Swiss Code of Obligations (CO), to the exclusion of all other guarantees.

J.LESQUENDIEU shall deliver to the Customer a Product which is in accordance with the contract of sale and free from nonconformities when the Product is handed over, so that the Product shall be fit for the purpose that would normally be expected of such an item and shall have the characteristics described at the time of sale.

If the Product has a nonconformity (irregularity or error in the references of the Product selected by the Customer), the latter may return it to J.LESQUENDIEU and either obtain a refund or have it replaced, provided that the conditions of the right to cancel, as set forth in article 3.13 of the TS, are strictly complied with.

The cost of returning the Product(s) shall be borne by J.LESQUENDIEU. The Customer may contact Customer Services by email via the "Contact" tab with regard to any complaints in relation to the guarantee.

### **4. Protection of personal details**

Regardless of the nature of the Personal Details of the Customer which the latter communicated to J.LESQUENDIEU, either in accordance with these TS or during automated collection by J.LESQUENDIEU, J.LESQUENDIEU undertakes to make every effort to process them in the strictest confidence, to protect them and to use them strictly and exclusively for the purpose of meeting Customer requests or improving services which may be offered to the Customer on the Site.

The Customer can, however, exercise his/her right to access, rectify or oppose his/her

Personal Details at any time through his/her Customer Account or by sending an email to J.LESQUENDIEU at info@lesquendieu.com.

## **5. Liability**

J.LESQUENDIEU shall not be liable:

- if Products are out of stock or unavailable, as defined in article 3.3 of the TS.
- for direct or indirect damage resulting from inappropriate use of the Products, as defined in article 3.5 of the TS.
- for direct or indirect damage resulting from access to or use of the Site or parts of it, or if it is impossible to access or use it.
- for any risks associated with the installation of software which allows the Site to be consulted or for any damage resulting from communication errors, technical faults, overloads or communication failures.

## **6. Intellectual property**

J.LESQUENDIEU shall own all exclusive rights to use all components (drawings, models, illustrations, images, soundtracks, text, logos, trademarks, etc.) which make up the Site. Apart from the exceptions explicitly stated in the TC, the Customer and all visitors to the Site are not permitted to reproduce in whole or in part, by any means whatsoever, or to distribute, publish, communicate, alter or sell all or part of the content of the J.LESQUENDIEU Site, or to create works derived from it.

J.LESQUENDIEU shall own all exclusive rights to use the “LESQUENDIEU” trademark and all other trademarks and logos associated with J.LESQUENDIEU, whether or not they have been registered, which appear on the J.LESQUENDIEU Site, and on “LESQUENDIEU” domain names. All reproduction, distribution, communication, alteration or use of these trademarks and domain names, for any reason whatsoever, is prohibited.

The Customer and all visitors to the Site are not permitted to remove any work appearing on the J.LESQUENDIEU Site which is protected by copyright, trademarks or other signs, or any content appearing on it. The Customer and any visitors to the Site may make a single copy of the webpages published on the Site of J.LESQUENDIEU for their own private, personal and non-commercial use, provided that all copies of these webpages retain all mentions of “copyright” and exclusive rights of use which appear on them.

## **7. Applicable law/place of jurisdiction**

The rights and obligations arising from these TS, and any sales to which they apply, shall be governed exclusively by Swiss law. Any dispute related to the performance or interpretation of these TS or to any sale to which they apply shall be subject to Swiss law, regardless of whether the dispute is contractual in nature or falls under tort law. It is explicitly provided that the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The courts of the Canton and Republic of Geneva, which is where the headquarters of J.LESQUENDIEU is located, shall have sole jurisdiction; appeals shall be submitted solely to the Federal Court of Switzerland.