

# GENERAL TERMS AND CONDITIONS OF SALE OF THE ZADIG AND VOLTAIRE SITE

Last updated: January 6, 2025

These General Terms and Conditions can be downloaded [here](#) in their up-to-date version.

## 1 - SCOPE

These general terms and conditions of sale (hereinafter the "GTC") apply to all users of the [www.zadig-et-voltaire.com](http://www.zadig-et-voltaire.com) website (hereinafter the "Site").

The Site is published by ZV FRANCE SAS, a simplified joint stock company with share capital of 191,118.33 euros, having its registered office at 11, avenue d'Iéna - 75116 Paris - France, and registered with the Paris Trade and Companies Register under number 413 484 981 (hereinafter "**Zadig & Voltaire**"), with intra-community VAT number: FR40 413 484 981. . N° IDU REFASHION : FR217657\_11JHGP / N°IDU CITEO : FR217657\_01JKOB.

Zadig & Voltaire's customer service department (hereinafter "Customer Service") is available by [email](#).

The Site enables ZV France to offer for sale textile products, leather goods, perfumes and fashion accessories for women, men and children under the Zadig & Voltaire brand (hereinafter the "**Products**") to users browsing the Site (hereinafter the "**Customer(s)**").

The GTC apply to the exclusion of all other conditions, in particular those applicable for sales in shops, distance selling or through other distribution and marketing channels.

The current version of these GTC can be downloaded [here](#).

The GTC are supplemented by the [privacy policy](#) (hereinafter the "**Privacy Policy**") which governs the collection and processing of the personal data of Customers (hereinafter the "**Personal Data**").

The Customer formally accepts the use of email as means of communication as well as the use of electronic invoicing.

## 2 - THE CUSTOMER

The Customer of the Site must be a consumer, an individual and with full legal capacity.

Zadig & Voltaire may in no way be required to verify the legal capacity of its Customers. Consequently, if a person lacking legal capacity orders Products on the Site, the persons legally responsible for them (parents or guardians in particular) shall assume full responsibility for this Order and shall, in particular, be liable for the price thereof.

The Customer undertakes to read these GTC carefully before using the Site. When the Customer places an Order, they must accept the General Terms and Conditions of Sale, at the time of payment, by ticking the box "I accept the General Terms and Conditions of Sale".

## 3 - THE PRODUCTS

The Customer may choose one (1) or more Products offered for sale on the Site.

Pursuant to article L. 111-1 of the Consumer Code, the Customer can read the essential characteristics of the Product(s) he or she wishes to order on the Site prior to placing an order (hereinafter the "Order(s)").

The selection and purchase of a Product is the Customer's sole responsibility.

### **3.1 The description of the Products on the Site:**

Zadig & Voltaire takes the utmost care in the presentation and description of its Products, within the limits of technology and in compliance with the highest market standards.

Photographs may nevertheless differ slightly from reality, particularly due to the configuration of the display settings of the electronic device used by the Customer (Computer, Tablet, Smartphone etc.).

Zadig & Voltaire reserves the right, at any time, to withdraw any Product from sale on the Site, without prejudice to the Orders placed by the Customer.

## **4 - ORDERING PRODUCTS**

### **4.1 Prior creation of a Customer account:**

The Customer may, when placing his or her first Order on the Site, create a customer account (hereinafter a "**Customer Account**"). To do so, the Customer must complete a form and provide certain personal details such as his or her e-mail address and a password which will subsequently be used to log in to the Site. The login and password are personal and confidential and the Customer undertakes not to divulge them.

The information disclosed to Zadig & Voltaire when creating the Customer account or at the time of placing each order must be complete, accurate and up to date. The Customer must not impersonate a third party or change his or her age. Zadig & Voltaire shall not be held liable for any data entry error by the Customer that prevents Zadig & Voltaire from processing the order.

In any event, when creating a Customer account, the Customer's Personal Data is collected in accordance with the methods described in the Privacy Policy.

### **4.2 Ordering Products as a Guest:**

The Site offers the Customer the option of ordering Products as a guest, which does not involve the creation of a Customer account.

When using this method, the Customer must provide the information required to process the Order. At the end of the purchase process, the Customer is invited to create a Customer account or to continue placing the Order as an unregistered guest user.

When placing an Order for Products as a guest, the Customer's Personal Data is collected in accordance with the methods described in the Privacy Policy.

### **4.3 The steps of the Order:**

Placing an Order on the Site is subject to compliance with the procedure established by Zadig & Voltaire, which is embodied in a succession of different screen pages indicating the steps that the Customer must follow to validate the Order.

Before definitively confirming the Order, the Customer may check the details of the Order and the total price, and may correct any errors. Please note that all Orders entail the obligation to pay. To definitively validate an

Order, click on the "Pay for your order" button.

#### **4.4 Verification of the Order by Zadig & Voltaire:**

You are reminded that Orders placed on the Site are reserved for non-professional individuals and for your own use (or as gifts). For this reason, Zadig & Voltaire only sells its Products in quantities corresponding to a consumer's average needs.

Pursuant to article L.121-11 of the Consumer Code, Zadig & Voltaire reserves the right to refuse or cancel, for legitimate reasons, any order for which the number of Products or the amount to be paid (for a single or several cumulative Orders) exceeds a consumer's average needs, any Order giving grounds to believe that the Customer is using the Products ordered for business purposes, or more generally, any abnormal Order.

Zadig & Voltaire shall also be entitled to refuse any Order placed by a Customer with whom there is a dispute over the payment of a previous Order, as well as any Order that does not conform to these General Terms and Conditions of Sale.

In such cases, Zadig & Voltaire shall inform the Customer by telephone or by email using the information provided by the Customer when placing the Order.

#### **4.5 Confirmation of the Order by Zadig & Voltaire:**

Once the Customer has validated the order, Zadig & Voltaire shall acknowledge receipt thereof immediately by an email sent to the address provided by the Customer. To this end, the Customer formally accepts the use of electronic mail for the confirmation by Zadig & Voltaire of the content of the Order. This email contains all the information disclosed by the Customer as well as the price and delivery times, and any difficulties or provisos raised by the Order.

In the event of the unavailability of one or more Products after the Order has been placed, the Customer will be informed by email. The Order and payment will then be totally or partially cancelled.

When the Order is dispatched, the Customer shall receive an email confirming the Order. The sale between the Customer and Zadig & Voltaire is then concluded. On delivery, the Customer will also receive written confirmation of the price paid for each of the Products and the delivery costs charged.

For Orders placed on the Site, it is recommended that the Customer keep a copy (in electronic and/or paper format) of the elements relating to the Order (for example, the confirmation email sent by Zadig & Voltaire).

Zadig & Voltaire shall not be held liable for any data entry error by the Customer which would prevent receipt of the Order confirmation email.

Orders registered on the Site on a non-working day (Sunday or public holiday) will only be processed on the next working day.

#### **4.6 Modification or cancellation of an Order by the Customer:**

Without prejudice to the right of withdrawal provided for in Clause 9, the Customer is unable to modify or cancel the Order.

Once the Order has been confirmed, the Customer will no longer be able to modify the delivery address.

The Customer may contact Customer Services by telephone or by email to check the status of the Order.

### **5 - CLICK AND COLLECT PRODUCT ORDERS**

## **5.1 Click and collect procedure:**

For each Product (excluding Products exclusively reserved for sale on the Site), the Site offers the Customer a list of nearby stores with stock available so he or she can make a click and collect order.

When selecting the first Product, the Customer chooses the store (in mainland France, including Corsica) from where to collect the product. Other Products can only be added to the basket if they are available in the same store. To reserve Products in several stores, the Customer must make as many e-reservations as stores selected.

Once the shopping basket has been finalised, the Site will request the Customer's contact details so the store can contact the Customer. The Customer's Personal Data is then processed under the conditions described in the Privacy Policy in force on the Site. To make a reservation, the Customer must accept the General Terms and Conditions of Use of the company SoCloz (Partner of Zadig & Voltaire). To validate the reservation, the Customer receives a validation code by SMS which must be entered on the Site.

Once the Customer has reserved a Product, the store will process the request within the time indicated, according to its opening hours and days (excluding sales periods, public holidays not worked and Sundays). In this respect, the Customer acknowledges that this deadline may not be met, particularly in the event of a problem with the Customer's reservation that prevents it from being taken into account by the selected store.

The Customer will then receive an e-mail/sms from the selected store acknowledging receipt of the reservation, confirming the reservation either fully or partially (in the event that one or more Products are unavailable), and indicating the availability of the Products reserved. This e-mail/sms will also indicate the deadline for collecting the Products.

## **5.2 Availability of click and collect Products:**

The Products are available for as long as they are visible on the Site and within the limit of the available stocks of the store selected by the Customer, except for special campaigns, the validity period of which is specified on the Site.

The Customer is invited to check the availability of the Products sold on the information page of each Product. However, it is understood that this availability is provided as an indication as the Products may be sold between the time of reservation by the Customer and the validation of this e-reservation by the store. The date and time of the last update of this stock status is mentioned on the Site.

Where a reserved Product is unavailable, the store will inform the Customer of the partial validation of the reservation, indicating that one of the Products is not available.

The Customer may also opt to cancel the reservation for Products that are unavailable or to cancel the reservation altogether, provided that he or she informs the store in charge of the reservation in advance (using the telephone number indicated in the confirmation email/sms). In all cases, a cancellation email will be sent to the Customer to confirm the cancellation of the reservation.

## **5.3 Collection procedures:**

To collect the Products reserved, the Customer must present the e-mail/sms confirming that the Products have been made available and an identity document bearing the first name and surname of the person who made the online reservation.

If the Customer is unable to collect the Product from the store, he or she may give power of attorney to another person. The appointed person must present the power of attorney on plain paper, his or her identity card and the Customer's identity card in the store.

After the collection deadline has passed, if the Customer has failed to collect the reserved Product(s), the reservation will be automatically cancelled. The Products will be put back on sale and will therefore no longer be available to the Customer who has missed the collection period.

To protect its stores, if 3 out of 10 reservation requests are not collected from the store or cancelled, Zadig & Voltaire reserves the right not to process reservation requests for 14 days.

#### **5.4 In-store payment:**

Payment is made in the store when the Products are collected, by any means of payment accepted by the store and in accordance with the general conditions of sale in store.

### **6 - PRICE OF PRODUCTS**

The prices displayed on the Site are shown in Euros (on the France and English/International pages), in Pounds Sterling (on the English/UK pages) or in Swiss Francs (on the Switzerland page) and are displayed according to the Customer's IP address (UK IP address redirected to the English/UK pages and prices invoiced in Pounds Sterling).

For all Territories with a delivery address outside the United Kingdom or Switzerland, Products will be invoiced in Euros.

Prices are inclusive of tax (VAT), excluding delivery costs. The prices invoiced to the Customer are those in force on the date of the Order.

### **7 - PAYMENT METHODS**

The Customer may pay for the order on the Site as set out below:

#### **7.1 By debit/credit card:**

The following debit/credit cards are accepted on the Site: VISA, MASTERCARD, CARTE BLEUE, MAESTRO, AMERICAN EXPRESS.

For payments by debit/credit card, the Customer must be the signatory of the debit/credit card used. The Customer has access to a dedicated area made available by a bank, which ensures the security and registration of the payment order.

In the case of payment by bank card, the amount is debited when the Order is validated, after confirmation from the bank that issued the card. If the transaction is rejected by the bank, the Order will automatically be refused.

#### **7.2 By PayPal:**

The Customer may use a PayPal account to pay for the Order on the Site. The Customer will then be redirected to the PayPal Platform to log in and make the payment. The Customer will then be redirected to the Zadig & Voltaire Site.

In the case of payment by PayPal, the debit is made when the Order is confirmed.

#### **7.3 Security of transactions:**

Zadig & Voltaire is committed to maintaining the highest security standards at all times.

The protection of the Site is reinforced by all different existing encryption methods with a view to providing the most effective protection possible for the Customer's confidential payment information.

Zadig & Voltaire does not have access to the Customer's confidential banking data. Only its banking partner ADYEN has access to this confidential information (card number, validity date, security code) and this information cannot be consulted by any other third party.

## **7.4 Web credits:**

Web credit notes are valid for 12 months from the date of issue. To use a credit note, Customers must contact Customer Services by email.

## **7.5 Global-e**

To allow Customers to benefit from the delivery of Products in many countries, Zadig & Voltaire offers Customers the option to place Orders with its partner Global-e. When an order is placed through Global-e, the conditions related to payment, delivery and returns are those set out in Global-e's general terms and conditions of sale, which the Customer accepts when validating the Order. These terms and conditions are available by clicking on the [link at the bottom of the page](#).

The Customer can contact Global-e customer services using the contact form by clicking [here](#).

## **8 - DELIVERY**

### **8.1 Delivery areas:**

Delivery is made to the delivery address indicated by the Customer, it being specified that this must be the residential address of the Customer or of any other individual in one of the following territories: Austria, Belgium, Bulgaria, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, mainland France (including Corsica), French Guiana, French Polynesia, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Ireland, Isle of Man, Italy, Jersey, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Monaco, New Caledonia, Netherlands, Norway, Poland, Portugal, Qatar, Reunion, Romania, Saint Martin French Part, Saint Pierre and Miquelon, Saudi Arabia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, Vatican.

Delivery is not possible to hotels, cafés, restaurants, public squares, post office boxes or Zadig & Voltaire stores.

### **8.2 Delivery times and methods**

Zadig & Voltaire shall do its utmost to ensure that the Order is delivered as quickly as possible. The Customer may track the delivery using the tracking number provided by email when the Order is sent.

Delivery may be delayed for reasons beyond the control of Zadig & Voltaire. In this case, Zadig & Voltaire undertakes to keep the Customer informed.

Zadig & Voltaire undertakes that delivery shall be made within a maximum time frame of 30 (thirty) calendar days from the date of the Customer's Order, regardless of the delivery method selected. In the event of a late delivery in relation to the aforementioned maximum period, the Customer may contact Customer Services to ask Zadig & Voltaire to make the delivery within an additional deadline. If this new deadline is not complied with, the Customer may cancel the Order and obtain a refund within 14 days of the cancellation of the Order.

The Customer may choose from the following three delivery methods depending on the delivery area selected:

- **Standard home delivery:**

The Customer may benefit from home delivery in the following territories: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland.

Free standard home delivery is available on orders from CHF 55.

Upon delivery, the Customer or the recipient of the Order shall sign an acknowledgement of receipt. This acknowledgement of receipt constitutes proof of delivery by Zadig & Voltaire and of the receipt by the Customer or the recipient of the Products ordered.

If they are not at home, the Customer or the recipient of the Order shall receive a non-delivery notice allowing them to contact the carrier on the details indicated on the non-delivery notice in order to arrange another delivery date.

In any event, the Customer will be informed of the delivery amount on the Site before accepting the Order, and it will be reiterated in the confirmation e-mail sent by Zadig & Voltaire and on the delivery slips.

For the delivery times indicated in this article to be respected, the Customer must provide accurate and complete information concerning the delivery address (such as: street number, building number, staircase number, access codes, names and/or intercom numbers, etc.). Inaccurate information may lead to additional delivery times or even reshipment.

• **Express home delivery:**

Express home delivery is available for a fee in the following territories: China, Faroe Islands, France\*, French Guyana, French Polynesia, Gibraltar, Guadeloupe, Ireland, Isle of Man, Jersey, Kuwait, Martinique, Monaco, New Caledonia, Qatar, Reunion Island, Saint-Pierre-et-Miquelon and Saint-Martin (French part), Saudi Arabia, United Arab Emirates, United Kingdom, Vatican City.

\*Only for deliveries within mainland France, free express home delivery is available for all orders over CHF 315.00.

Upon delivery, the Customer or the recipient of the Order shall sign an acknowledgement of receipt. This acknowledgement of receipt constitutes proof of delivery by Zadig & Voltaire and of the receipt by the Customer or the recipient of the Products ordered.

If they are not at home, the Customer or the recipient of the Order shall receive a non-delivery notice allowing them to contact the carrier on the details indicated on the non-delivery notice in order to arrange another delivery date.

In any event, the Customer will be informed of the delivery amount on the Site before accepting the Order, and it will be reiterated in the confirmation e-mail sent by Zadig & Voltaire and on the delivery slips.

For the delivery times indicated in this article to be respected, the Customer must provide accurate and complete information concerning the delivery address (such as: street number, building number, staircase number, access codes, names and/or intercom numbers, etc.). Inaccurate information may lead to additional delivery times or even reshipment.

• **Standard delivery to a collection point:**

The Customer may benefit from delivery to a collection point in the following territories: Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Spain and Switzerland.

Free delivery to a collection point is available on orders from CHF 55.

The Customer will be informed by email of the availability of the Order at the collection point. To collect the Order, the Customer must go to the chosen collection point during business hours and provide proof of identity as well as the email confirming the Order.

If the Customer is unable to collect the Product at a collection point, he or she may give power of attorney to another person. The appointed person must present the power of attorney on plain paper, his or her identity card and the Customer's identity card at the collection point.

The Customer has a period of 15 days from receipt of the Order to collect it.

Where the Customer refuses to accept delivery of the package or where the Customer fails to collect the package from a collection point within the agreed time frame, the shipping costs, as applicable, cannot be refunded. The Products will then be returned to Zadig & Voltaire. The Customer will be refunded within 15 days of Zadig & Voltaire receiving the Products.

## **9 - THE RIGHT OF WITHDRAWAL**

### **9.1 Exercise of the legal right of withdrawal and return procedures:**

The Customer has a right of withdrawal which may be exercised, without having to give reasons or pay any penalties, within fifteen (15) clear days of receipt of the Products ordered.

To simplify the exercise of the right of withdrawal, Zadig & Voltaire asks the Customer to notify it by one of the following means:

- For Orders placed via a customer account, by going to the "My Account" section of the Website, selecting the order and clicking on "Create my return" or,
- For Orders placed as a guest, by clicking on "Make a return" on the bottom page of the Site,

By contacting Customer Services,

- By using the withdrawal form in the appendix.

The Customer must return the Products no later than 15 days after sending the notice of withdrawal. The Products must be returned in perfect condition, in their original packaging, accompanied, where applicable, by any labels, accessories, warranties, notices, and copies of any documents enclosed with the Order. The Customer may return the Products either:

- By return via a collection point (available for the areas covered by the collection point service);
- By collection from home (available for territories not covered by delivery to a collection point).

In both cases, return costs are free of charge. However, Zadig & Voltaire will only handle one return per Order.

The Customer may also choose a carrier for the return of the Products. In this case, return costs will be borne by the Customer. The Customer is therefore recommended to provide proof of such return, meaning the Products should be returned via a tracked service or by any other means attesting to the date.

Zadig & Voltaire may not be held liable for any loss or damage occurring during transport. In the event of loss or damage during transport, the Customer must contact the carrier directly. Zadig & Voltaire will not be able to process returns if the Products are not received at the warehouse.

Products returned incomplete, damaged, deteriorated or soiled by Customers will not be refunded. Shoes must be returned in their original box and unworn (soles intact).



## **9.2 Products excluded from the right of withdrawal:**

Certain products are excluded from the right of withdrawal for health and hygiene reasons. These include swimming costumes, hosiery, underwear, masks and cosmetics, including perfumes once they have been opened.

## **9.3 Consequences of exercising the right of withdrawal:**

If the Products are eligible for the right of withdrawal, the Customer may obtain a refund or an exchange of the Products in store under the conditions described below:

### **• Refund**

The total amount invoiced (including initial delivery costs as applicable) for the returned Products will be refunded by crediting the credit card or PayPal account, no later than 14 days after receipt of the returned Products by Zadig & Voltaire.

However, in the event of partial exercise of the right of withdrawal relating to only part of an order containing several Products, Zadig & Voltaire will not be able to refund the delivery costs initially invoiced to the Customer.

### **• Right of exchange:**

The Customer can exchange the Product(s) in a Zadig & Voltaire store (excluding department store concessions and outlets) for an item of the same value or superior value in return for payment of the price difference.

In the event that the Product(s) is/are exchanged in a Zadig & Voltaire store, the store terms and conditions of sale apply. Consequently, it will no longer be possible to benefit from the right of withdrawal on the Website.

We recommend that you contact the Zadig & Voltaire store where you wish to exchange your item to check the availability of the product(s) you wish to purchase. You can find the contact details of the stores by following the link below: <https://zadig-et-voltaire.com/eu/fr/store/locator/index/GB>

## **10 - LEGAL GUARANTEES**

The Customer must ensure that the Products delivered match the Order.

Upon receipt of the Order, the Customer may inform Zadig & Voltaire by any means and, in particular, via the Site, in the Customer space, in the "My Account" or "Contact Us" section, then "Notify a Product Return" section, of any non-conformity of the Product(s) ordered and may return the Product(s) in question, accompanied, as applicable, by any accessories, instructions and warranty and a copy of the documents attached to the Order.

The Customer may also contact customer services by e-mail or telephone for any further information.

In any event, all Products benefit from the legal warranty of conformity provided for in the Consumer Code (Articles L217-3 to L217-20 of the Consumer Code), as well as the warranty for latent defects provided for in Articles 1641 to 1649 of the Civil Code, provided that they have been used normally and that the maintenance advice has been followed.

### **10.1 Legal compliance guarantee:**

Where the Customer is acting under the statutory warranty of conformity, the Customer:

- Has a period of two (2) years from the date of delivery of the Product to act.
- May choose between the repair or replacement of the Product subject to the cost conditions provided for in Article L217-12 of the Consumer Code.
- Is exempted from having to provide proof of the existence of the non-conformity of the Product throughout the

duration of the statutory warranty.

If it is not possible to repair or replace the Product, Zadig & Voltaire may refund the Customer part or all of the price of the Product.

## **10.2 Guarantee against latent defects:**

Article 1641 of the French Civil Code: "The seller is bound by the warranty for latent defects of the product sold which render it unfit for the use for which it is intended, or which diminish this use to such an extent that the buyer would not have acquired it, or would have given only a lower price, if he or she had been aware of them."

Where the Customer is acting under the warranty for latent defects, the Customer:

- Has a period of two (2) years from the discovery of the defect to act.
- May choose, under the conditions provided for in Article 1644 of the Civil Code, between:
  - Returning the Product and being refunded the price or;
  - Keeping the Product and having only part of the price returned.

Does not cover damages, alterations, or modifications to the products caused by the customer. Does not cover damages caused by intensive use, misuse (direct exposure to light or sunlight, contact with liquid, rain, or food) or mishandling, tearing, and normal wear and tear, or failure to follow care instructions. Does not cover regular use and natural ageing of the product and its components (leather, hardware, textile). Does not cover texture variations, natural marks, or irregularities of natural products (leather or fabric) that are inherent to the product and do not constitute defects.

## **11 - PERSONAL DATA and COOKIES**

When an order is taken, the Client's Personal Data is processed by Zadig & Voltaire in accordance with the French Data Protection Act of 6 January 1978 as amended by Act no. 2018 - 493 of 21 June 2018 and the General Data Protection Regulation No. 2016/679.

The purposes, recipients and conditions under which Zadig & Voltaire collects and processes personal data and information relating to the browsing of the Site are presented in the [Privacy Policy](#).

## **12 - INTELLECTUAL PROPERTY**

All intellectual property rights relating to any product or element present on the Site (including Zadig & Voltaire Products), such as but not limited to trademarks, illustrations, photos, images, models and logos, whether registered or not, are and remain the exclusive property of Zadig & Voltaire.

Zadig & Voltaire is also the exclusive owner of the domain names "www.zadig-et-voltaire.com" and all its sub-domains as well as the graphic and visual identity of the Site.

Any total or partial reproduction, modification or use of the above elements or any other content of the Site, for any reason and on any medium whatsoever, without the express, written and prior agreement of Zadig & Voltaire or the holder of the intellectual property rights concerned, is strictly prohibited.

## **13 - RETENTION OF TITLE**

Zadig & Voltaire retains full title to the Products until full payment of the price, in principal, including costs, taxes and compulsory contributions.

## **14 - MISCELLANEOUS PROVISIONS**

### **14.1 Force Majeure:**

Zadig & Voltaire shall not be liable for the total or partial breach of its obligations under these GTC, if such a breach is caused by an event constituting force majeure, recognised as such by the Civil Code and the case law of the French courts.

### **14.2 Applicable law - Language:**

The General Terms and Conditions of Sale are subject to French law. This clause does not in any way preclude any mandatory provisions that the Customer may benefit from in their country as a consumer.

These GTC are drafted in French. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

### **14.3 Disputes:**

In the event of any difficulty arising in connection with the order or delivery of the Products, the Customer may, before any legal action, seek an amicable solution with Zadig & Voltaire and resort to the mediation service proposed by Zadig & Voltaire free of charge. The "consumer law" ombudsman thus proposed is CM2C.

This mediation service may be contacted:

- **by post:**

CM2C

14 rue Saint Jean

75017 Paris

FRANCE

- **electronically:** [cm2c@cm2c.net](mailto:cm2c@cm2c.net)

The Customer may accept or refuse mediation at his discretion, and if they resort to mediation, each party is free to accept or refuse the solution proposed by the mediator.

In the absence of an amicable solution or mediation, all disputes that may arise from the GTC will be submitted to the competent court under the conditions of ordinary law.

The Extrajudicial Settlement of Consumer Disputes (RELC) and the Online Settlement of Consumer Disputes (RLLC) bodies offer Customers an amicable way to resolve a dispute without resorting to the courts.

The European Mediation Platform can be accessed at <http://ec.europa.eu/consumers/odr>.

### **14.4 Non-waiver:**

The fact that one of the Parties does not invoke a breach of any of the obligations referred to in these GTC by the other Party shall not be interpreted as a waiver of the obligation in question.

### **14.5 Modification:**

All Orders placed on the Site are subject to these GTC on the day of the Order.

These GTC may be updated. The GTC applicable to the Order of a Product by a Customer are those in force on the day of the order.

To be informed of any such modifications, Zadig & Voltaire advises its Customers and, in general, all users of the Site to regularly consult these GTC.

## **15 – SPECIAL OFFERS**

Fall Winter 2024 Sale final markdown : offer valid on a selection of products from Monday, January 6th 9:00am (UTC +1) to Tuesday, January 28th 9am (UTC+1) inclusive. Additional 10% off from 2 discounted items.

Exceptionally during the holiday period, returns are extended until 7 January 2025 for all orders placed from 28 November 2024.

Get a free wings charm (Charm Swing Your Wing Strass, item code WKAV9201F – £25) for each Swing Your Wings bag purchase (Rock Swing Your Wings Clutch – item code WKAP2001F ; Swing Your Wings Sunny Bags - item code LWBA02253 ; Swing Your Wings Rocky Bag - item code LWBA02248 ; Swing Your Wings Rock Nano Clutch - item code LWBA00211) : in case of return of your item (items codes WKAP2001F, LWBA02253, LWBA02248, LWBA00211) and if the free wings charm (item code WKAV9201F) is not returned, an amount of £25 will be subtracted from the clutch refund.

### **APPENDIX - WITHDRAWAL FORM**

(Please complete and return this form only if you wish to withdraw from the contract)

For the attention of ZADIG&VOLTAIRE, Service clients, 11 avenue d'Iena, 75116 Paris, France

I hereby give notice that I withdraw from the contract of sale of the following goods:

Order / delivery of (\*)

Customer name

Customer address

Customer signature (for paper forms only)

Date (\*)