

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

Last updated: April 17, 2024

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 legally capable.

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 may, prior to placing an order (hereinafter the "**Order(s)**"), read the essential characteristics of the Product(s) he wishes to order on the Site.

The choice 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 best 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.).

## **4 - ORDERING PRODUCTS**

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

The Customer may, when placing his 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 information, in particular his e-mail address and a password which will subsequently be used to identify himself. 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 each of his orders must be complete, accurate and up to date. The Customer must not impersonate a third party or change his age. Zadig & Voltaire shall not be held liable for any data entry error by the Customer that prevents Zadig & Voltaire from processing his 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 his 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 his Order.

Before definitively confirming the Order, the Customer may check the details of the Order as well as its total price, and also 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, 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 his 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 his 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 e-mail. The Order and payment will then be totally or partially cancelled.

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

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 his 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 exercising the right of withdrawal provided for in Article 9, any modification or cancellation of the Order by the Customer is impossible.

Once the Order has been confirmed, the Customer may no longer modify the delivery address.

The Customer may contact Customer Service by telephone or by email to check the status of his 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 the shops closest to him with stock available so he can make a click and collect order.

When selecting the first Product, the Customer chooses the shop (in mainland France, including Corsica) from where he wishes to collect the product. Only Products available in the same shop may then be added to the basket. To reserve Products from several shops, the Customer must make as many click and collect orders as there are shops selected.

When the basket is finalised, the Site requests the Customer details to be contacted by the shop. 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). Finally, to validate his reservation, the Customer receives a validation code by SMS which he must enter on the Site.

As of the Customer's reservation of the Product, the shop will log his request within the period indicated, according to its opening hours and days (excluding sales periods and non-working public holidays and excluding Sundays). In this respect, the Customer recognises that this time limit may not be respected, particularly in the event of a problem with the reservation made by him that prevents the selected shop from logging the order.

The Customer then receives an e-mail/SMS acknowledging receipt of his reservation from the shop he has selected, partially (in the event of unavailability of one or more Products) or totally validating his reservation, and indicating the availability of the Products reserved. This e-mail/SMS will also indicate the date and time limit for collection.

## **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 shop 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 merely indicative, as the Products may be sold between the moment of the reservation by the Client and the validation of this click and collect order by the shop. The date and time of the last update of this stock status is mentioned on the Site.

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

If he so wishes, the Customer may also choose to cancel his reservation concerning the unavailable Products or to cancel his reservation in full, subject to informing the shop in charge of the reservation beforehand (using the telephone number indicated in the reservation confirmation email/SMS). In any case, a cancellation email will be sent to the Customer to confirm the cancellation of the reservation.

## **5.3 Collection procedures:**

To be able to collect the reserved Products, the Customer must present the e-mail/SMS of confirmation and availability of the Products as well as an identity document in the surname and first name of the person who made the online reservation.

If the Customer is unable to collect the Product from the shop, he may give power of attorney to the person of his choice. The latter must present the power of attorney on plain paper, his identity card and the Customer's identity card in the shop.

After the collection period, and if the Customer has failed to collect the reserved Product(s), his 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 the shops, after 3 out of 10 click and collect orders where the Customer has failed to make the collection without making a prior cancellation, Zadig & Voltaire reserves the right not to process a reservation request for 14 days.

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

Payment shall be made in-store, upon collection of the Products, by any payment method available in the shop and according to the shop's general terms and conditions of sale.

### **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 his 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, BANCONTACT.

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

In the case of payment by debit/credit card, the debit is made when the Order is confirmed, after confirmation from the bank issuing the card. If the transaction is rejected by the bank, the Order will automatically be refused.

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

The Customer may use his PayPal account to pay for his Order on the Site. The Customer will then be redirected to the PayPal Platform to identify himself and make the payment using his account. 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 By Apple Pay:**

The Customer may use Apple Pay to pay for his Order on the Site. This payment method is only compatible with Safari browser (on iPhone or macOS). This payment method is not available for all territories.

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

#### **7.4 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 Client's confidential banking data. Indeed, 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.

## **7.5 Web credits:**

Web credits are valid for 12 months from their issue date. To use their credit, the Customer must contact Customer Service by phone or email.

## **7.6 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 and can be accessed here.

The Customer can contact Global-e customer service by email by clicking [here](#).

## **7.7. Klarna:**

The Customer may use Klarna to pay for their Order on the Site.

To use the Klarna payment method, the Customer must create or log in to a Klarna account and accept Klarna's terms and conditions. By choosing Klarna as the payment method, the Customer agrees to comply with the terms set by Klarna, which may include a credit check depending on the option selected.

For any issues or inquiries regarding payments through Klarna, the Customer may contact Klarna's customer service directly through their official website or application.

### **7.7.1. Klarna "Pay over time" (payment in 3 or 4 installments without fees)**

This option is available in the following countries: Norway, Germany, Finland, Portugal, Denmark, Italy, Spain, Sweden, Austria, Australia, Czech Republic, Ireland, Romania, Netherlands, Canada, Greece.

With "Pay over time," the total amount of the Order is divided into three or four equal payments, automatically debited at regular intervals without any interest or fees. Customers choosing this option must ensure they have sufficient funds available on their payment method at each scheduled payment date.

### **7.7.2. Klarna "Pay later"**

This option is available in the following countries: Germany, Belgium, Finland, United Kingdom, Netherlands.

With "Pay later," Customers have the opportunity to complete their purchase and defer payment to a later date, as specified during checkout. Klarna will notify the Customer of the exact due date via email or their Klarna account.

## **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 of his choice residing in one of the following territories: Austria, Belgium, Bulgaria, China, Croatia, Cyprus, Denmark, Estonia, Finland, Metropolitan France (including Corsica), Germany, Jersey, Gibraltar, Guadeloupe, Guernsey, French Guiana, Greece, Hungary, Faroe Islands, Ireland, Isle of Man, Italy, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Monaco, New Caledonia, Netherlands, Norway, French Polynesia, Poland, Portugal, Qatar, Czech Republic, Reunion, Romania, United Kingdom, Saint Martin French Part, Saint Pierre and Miquelon, Saudi Arabia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Arab Emirates, Vatican.

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

## **8.2 Delivery times and methods**

Zadig&Voltaire does everything in its power to ensure the Order is delivered as quickly as possible. The Customer will have the opportunity to track their package using the tracking number communicated by email upon shipment of the Order.

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

Zadig&Voltaire undertakes to ensure that delivery takes place within a maximum of 30 (thirty) calendar days as from placement of the Order by the Customer, regardless of the chosen delivery method. In the event of delivery after the maximum delivery time indicated, the Customer can contact Customer Services to ensure that Zadig&Voltaire makes delivery within an additional time frame. In the event of failure to respect this new time frame, the Customer may cancel their Order and obtain a refund within a period of 14 days as from cancellation of the Order.

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

- Standard home delivery:

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

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

In the event of absence, the Customer or recipient of the Order will receive notice of attempted delivery, allowing them to contact the carrier, using the details indicated on the attempted delivery notice, in order to organise another date for delivery.

In any case, the customer will be informed of delivery costs on the Website before Order confirmation. Said costs will be mentioned again in the confirmation email sent by Zadig&Voltaire and on delivery notices.

In order to guarantee the delivery times mentioned in this Article are respected, the Customer must ensure that they have communicated accurate and comprehensive details regarding the delivery address (e.g. street No., building, floor, access codes, names and/or intercom No. etc.). Inaccurate information may result in longer delivery times or reshipment.

- Express home delivery:

The Customer can benefit from paid express home delivery for the following countries: Saudi Arabia, China, United Arab Emirates, France\*, Gibraltar, Guadeloupe, French Guinea, Isle of Man, Faroe Islands, Ireland, Jersey, Kuwait, Martinique, Monaco, New Caledonia, French Polynesia, Qatar, United Kingdom, Reunion, the Vatican, Saint-Pierre-et-Miquelon and Saint Martin (French part).

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

In the event of absence, the Customer or recipient of the Order will receive notice of attempted delivery, allowing them to contact the carrier, using the details indicated on the attempted delivery notice, in order to organise another date for delivery.

In any case, the customer will be informed of delivery costs on the Website before Order confirmation. Said costs will be mentioned again in the confirmation email sent by Zadig&Voltaire and on delivery notices.

In order to guarantee the delivery times mentioned in this Article are respected, the Customer must ensure that they have communicated accurate and comprehensive details regarding the delivery address (e.g. street No., building, floor, access codes, names and/or intercom No. etc.). Inaccurate information may result in longer delivery times or reshipment.

- Standard delivery to pick-up point:

The Customer can benefit from delivery to a pick-up point in for the following countries: Germany, Belgium, Denmark, Spain, Estonia, Finland, France, Hungary, Latvia, Lithuania, Luxembourg, the Netherlands, Poland, Portugal, Czech Republic, Switzerland.

The Customer will be informed by email that his Order is available at the pick-up point. In order to collect their Order, the Customer must go to the chosen pick-up point during opening hours with a form of identification and the Order confirmation email.

If the Customer is unable to collect the Product from the pick-up point, they can choose another person to collect it for them. Said person must go to the pick-up point with printed authorisation, a form of identification and the Customer's ID.

The Customer has 15 days as from receipt of their Order to collect it.

In the event that the Customer refuses delivery of the parcel or does not pick up the parcel from the pick-up point within the given time frame, the delivery costs, if applicable, may not be refunded. The Products will be returned to Zadig&Voltaire. The Customer will be refunded within 15 days of receipt of the Products by Zadig&Voltaire.

## **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 he may exercise, without having to give reasons or pay any penalties, within fifteen (15) 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 with a customer account, by logging in to your account on the Website, then selecting the order and clicking on "Create my return" or,
- For Orders placed as a guest, by clicking on "To make a return" in the options at the bottom of the Website,



- By contacting Customer Service
- 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, as applicable, by any labels, accessories, guarantee(s), notice(s), and copies of the documents attached to the Order. The Customer may return the Products either:

- By return to a pick-up point (available for the areas covered by the pick-up point service);
- By home collection (available for countries not offering delivery to collection points).

In these 2 cases, return costs are free of charge. However, Zadig & Voltaire will only handle one return per Order.

The Customer may also choose the carrier of his choice 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 when they are incomplete, spoiled, damaged, worn or soiled for reasons attributable to the Customer 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, underwear, tights, masks and cosmetics, including perfumes once they have been opened.

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

If the Products are subject to a right of withdrawal, the Customer may receive, at his discretion, a refund or an exchange of the Products in the shop under the conditions described below:

### **· Refund**

The total invoiced price (including initial delivery costs as applicable) of the returned Products will be refunded by crediting the credit card or PayPal account, no later than 15 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 first contact the Zadig & Voltaire shop where you wish to make the exchange in order to check the availability of the desired product(s). You can find the contact details of the shops at the following

link: <https://zadig-et-voltaire.com/eu/fr/store/locator/index/NL>

## **10 - LEGAL GUARANTEES**

The Customer must ensure that the Products delivered to him match his 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-compliance of the Product(s) ordered and may return the Product(s) in question, accompanied, as applicable, by any accessories, instructions and guarantee and a copy of the documents attached to the Order.

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

In any event, all Products are covered by the statutory guarantee of conformity provided for in Articles L217-3 to L217-20 of the French Consumer Code, as well as the guarantee against hidden defects under the conditions provided for in Articles 1641 to 1649 of the French Civil Code, subject to normal use and compliance with the maintenance conditions indicated.

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.

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

Where the Customer makes a claim under the statutory guarantee of conformity, they:

- Have a period of two (2) years from the date of delivery of the Product to take action.
- Are entitled to choose either repair or replacement of the Product, subject to the cost conditions provided for in Article L217-12 of the French Consumer Code.
- Are exempted from providing proof of the existence of the lack of conformity of the item throughout the period of the statutory guarantee.

If it is impossible to repair or replace the Product, Zadig&Voltaire may reimburse the Customer for part or all of the price of the Product.

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

When the Customer makes a claim under the guarantee against hidden defects, they:

- Have a period of two (2) years from the discovery of the defect to take action.
- Are entitled to choose, under the conditions provided for in Article 1644 of the French Civil Code, either to:
  - Return the Product and be reimbursed for the full price or;
  - Keep the Product and be reimbursed for only part of the price.

## **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 Site's [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](http://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 could benefit from in his country as a consumer.

These GTC are written in French. Where they are translated into one or more foreign languages, the French text alone 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 may be subject to updates. 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 2nd markdown : offer valid on a selection of products from Wednesday, December 18th 9:00am (UTC +1) to Tuesday, December 31st 9am (UTC+1) inclusive.

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 (\*)