

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

Last updated: March 2020

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 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.

Zadig & Voltaire's customer service department (hereinafter "Customer Service") is available by telephone and/or email from Monday to Friday from 9:30 am to 5:30 pm (French time) at the following address:

- FRANCE: serviceclients@zadigetvoltaire.com / +33 (0)1 42 21 89 27
- ITALY: servizioclienti@zadigetvoltaire.com / +39 02 94751169
- SPAIN: serviciocliente@zadigetvoltaire.com / + 34 911 238 287
- UNITED KINGDOM: customercareuk@zadigetvoltaire.com / +44 207 44 255 80
- GERMANY: kundendienst@zadigetvoltaire.com / +49 (0)32 221 098 265
- REST OF EUROPE: serviceclients@zadigetvoltaire.com / +33 (0)1 42 21 89 27

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**").

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.). These photographs have no contractual value.

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.

3.2 Customized Products:

Zadig & Voltaire offers the Customer the option of customizing certain Products.

This service allows Customers to have the message of their choice applied to a selection of Zadig & Voltaire products (hereinafter the "**Customized Products**").

The content of the message applied thereto is the responsibility of the Customer and must under no circumstances infringe the rights of third parties, in particular the intellectual property rights of third parties, be contrary to public order and morality or current law.

Zadig & Voltaire reserves the right to refuse to inscribe certain messages on the Personalized Products, particularly when it considers that these are likely to harm its brand image or that of a third party.

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 give 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 collect 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's e-mail, name and telephone number, 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 dispatched, 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 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.

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.

The Customer can benefit from free standard home delivery.

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.

- 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).

*Express home delivery is free for any order of €300 or more for deliveries made in mainland France only.

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.

- 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 can benefit from free delivery to a pick-up point:

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) 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:

- By going to the Website in the "My Account" section then "Make a return" or,
- By contacting Customer Service.

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.

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, masks and cosmetics, including perfumes once they have been opened.

Article L.221-28 of the Consumer Code provides that "*the right of withdrawal may not be exercised for contracts for the supply of goods made to the consumer's specifications or clearly customised.*"

The Customer therefore recognises that he cannot assert his legal right of withdrawal for Customised Products. These provisions apply without prejudice to the legal guarantees provided for in Article 10 of the GTC.

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 may exchange the Product(s) in one of the Zadig & Voltaire shops under the following conditions:

- Exchange of the Product for the same product in a different size;
- Exchange of the Product for the same product in a different colour;
- Exchange of the Product for a product of the same value.

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 benefit from the legal compliance guarantee provided for in the Consumer Code, as well as the guarantee against latent defects provided for in the Civil Code, provided that they have been used normally and that the maintenance advice has been followed.

10.1 Legal compliance guarantee:

Article L.217-4 of the Consumer Code: *"The seller shall deliver goods in compliance with the contract and is liable for any lack of compliance existing at the time of delivery. It shall also be liable for non-compliances resulting from packaging, assembly or installation instructions when this is made incumbent on it by the contract or has been carried out under its responsibility. "*

Article L.217-5 of the Consumer Code: *"To be compliant with the contract, the item must:*

1) Be fit for the use usually expected of a similar item and, as applicable:

- match the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model;

- present the qualities that a buyer can legitimately expect according to public statements made by the seller, the producer or its representative, particularly in advertising or labelling;

2) Or have the characteristics defined by mutual agreement between the parties or be fit for any special use sought by the buyer, brought to the seller's attention and accepted by the latter. "

Article L.217-12 of the Consumer Code : *"Any suit resulting from the lack of compliance is time-barred two years from the delivery of the goods. "*

Article L.217-13 of the Consumer Code: *"The provisions of this section do not deprive the buyer of the right to sue for redhibitory defects as provided for in articles 1641 to 1649 of the Civil Code or any other action of a contractual or extra-contractual nature recognised by law. "*

In the case of a legal compliance guarantee, the Customer:

- Has a two (2) year period from the date of delivery of the Product to act.

- May choose between repair or replacement of the Product subject to the cost conditions provided for in Article L217-9 of the Consumer Code.
- Is exempted from providing proof of the existence of the lack of compliance of the goods for twenty-four months.

If repair or replacement of the Product is not possible, Zadig & Voltaire may issue a credit note to the Customer.

10.2 Guarantee against latent defects:

Article 1641 of the Civil Code: *"The seller is bound by the guarantee against latent defects of the thing sold which render it unfit for its intended purpose, or which so diminish this use that the buyer would not have acquired it, or would have paid a lower price for it, if he had known about them. "*

In the case of the guarantee against latent defects, the Customer:

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

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 " 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 MÉDICYS.

This mediation service may be contacted:

- **by post:**

MÉDICYS
Centre de médiation et règlement amiable des huissiers de justice

73, Boulevard de Clichy,
75009 Paris

- **electronically:** medicys-consommation.fr

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.