

# TERMS AND CONDITIONS OF SALE CLUB VINO SAPIENS

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## Article 1 - GENERAL PROVISIONS RELATING TO THESE GENERAL CONDITIONS

The General Terms and Conditions of Sale (the "**General Terms and Conditions of Sale**", or the "**GTCS**") govern the terms and conditions of use of the Site and apply exclusively to the online sale of products offered by the Operator on the Website, as accepted by Users and Customers.

The GCS are made available to customers on the Site, where they can be consulted directly, and can also be communicated to them on request by any means.

By checking a box or clicking on the button provided for this purpose, the Customer acknowledges that he/she has read and accepted these terms and conditions before placing an Order. Validation of the Order by its confirmation implies acceptance by the purchaser of the GCS in force on the date of the Order, which are kept and reproduced by the Operator.

## Article 2 - DEFINITIONS OF TERMS IN THESE GENERAL TERMS AND CONDITIONS OF SALE

For the purposes of these General Terms and Conditions, where the singular includes the plural and vice versa, the following definitions apply to capitalized terms:

1.1 "**Customer**": The Customer is necessarily, within the meaning of the French Consumer Code, any User/consumer who has previously registered on the Site with a view to Ordering a Product online on the Site for him/herself or on behalf of a third party.

The Customer may be :

- a natural person over 18 or 21 years of age, depending on the country's law, who undertakes to have full legal capacity to conclude a sale. Note that the minimum legal age for buying alcohol is 18 in most European countries, while in some countries, such as the United States, the minimum age is 21.
- a legal entity.

1.2 "**Order**": request for Products made by the Customer to the Company La Cave Vino Sapiens through its online store solution on its site called Club Vino Sapiens. The order is effective after availability of the product(s) and validation of the basket with follow-up of its collection.

1.3 "**Account**": refers to the personal space created by the Customer to finalize an order, an Account will be automatically created for validation of the basket with an e-mail address.

1.4 "**Personal Data**" refers to all personal information used to identify the Visitor, the User, in fine the future Customer to activate his registration on the Site with the creation of his Account and access to his personal data such as his surname, first name, e-mail address, postal address, user name and order history and invoices.

1.5 "**Delivery time**": period between the date of validation of the Order, followed by its preparation, its routing until the date of Delivery of the Products to the Customer. In application of French law, the service provider Planet Aura has a defined maximum period of 90 days to fully ensure its service.

1.6 **The "Operator"**: refers to La Cave Vino Sapiens, which operates a legally-authorized delicatessen and wine merchant business and manages a Le Club Vino Sapiens e-commerce site to ship La Cave's Products to its international clientele.

1.7 **"Delivery costs"**: shipping costs for delivery of the Products to the delivery address indicated by the Customer when placing the Order. If delivery or transport costs apply, they will be added to the price of the Products and indicated separately before the Order is validated by the Customer. The total amount due by the Customer and its details are indicated on the Order confirmation page.

1.8 **"Delivery"**: All orders placed on the Club Vino Sapiens website are handled by a privileged partner, Planet Aura, a specialist in international wine shipping outside certain countries that prohibit the import of alcohol into their territory, not to mention certain defined customs restrictions.

1.9 **"Price"**: unit value of a Product, inclusive of all taxes or exclusive of taxes depending on the destination country of the Order, exclusive of any Delivery charges.

- Customers residing **outside the European Union** are exempt from French VAT.
- A Customer residing in a **European Union** country will pay the Product Price with the applicable VAT at the time of Order and Payment.

1.10 **"Product"**: refers to the regular selection of bottles of wine made by the Cavistes de la Cave Vino Sapiens for online sale on the Site and for purchase by the Customer who places the order and pays for it. The vintages of the Products are subject to change without notice depending on current stocks and arrivals at the Cave Vino Sapiens.

1.11 **"Club Vino Sapiens Services"**: all products on the Club Vino Sapiens online site distributed by La Cave Vino Sapiens.

1.12 **"Site"**: refers to the Internet site accessible at the URL address <https://www.clubvinosapiens.com/>

1.13 **"User"**: any person who uses the Site. <https://www.clubvinosapiens.com/>

1.14 **"Visitor"**: any person browsing the <https://www.clubvinosapiens.com/> website.

### Article 3 - DESCRIPTION OF PRODUCTS

The Site clubvinosapiens.com is a site for the online sale of wines located in France within the limits of available stocks and in compliance with these Terms and Conditions. Hereinafter the **"Product(s)"** selection of bottles of wine sold in our store in France for any person or entity using the Site as a **"Customer"** in full legal capacity to conclude a sale (**aged 18 years minimum or 21 years according to the law of the country**).

The Products presented on the clubvinosapiens.com Site are each the subject of a description mentioning their essential characteristics such as the Name of the vineyard, the Region, the Color, the Varietal, the Container (in CL) and the degree of alcohol, and the weight. Any photographs illustrating the products do not constitute a contractual document. The Products comply with the requirements of current French law.

The Customer remains responsible for the methods and consequences of accessing the Site, in particular via the Internet. Such access may involve the payment of fees to technical service providers such as Internet access providers, which remain the responsibility of the Customer. In addition, the Customer must provide and be entirely responsible for the equipment required to connect to the Site.

The customer acknowledges that he has checked that the computer configuration he is using is secure and in working order.

#### **Article 4 - CREATION OF THE CUSTOMER AREA**

To place an Order on the Site, the Customer must create a personal Customer space. Once created, to access the Customer Area, the Customer must identify him/herself using his/her secret, personal and confidential login and password. It is the Customer's responsibility not to communicate his/her login and password in accordance with the provisions of article PERSONAL DATA of these General Terms and Conditions. Each Customer undertakes to maintain strict confidentiality with regard to data, in particular login and password, enabling him/her to access his/her Customer area. The Customer acknowledges that he/she is solely responsible for accessing the Service using his/her login and password, unless fraud has been proven. Customers also undertake to inform the Operator immediately in the event of loss, misappropriation or fraudulent use of their login and/or password.

Once the Customer has created his personal Customer space, he will receive an email confirming the creation of his Customer space.

If necessary, the customer will be created during order validation, a necessary step before proceeding to the payment page.

When registering, the Customer undertakes to :

- To provide true, accurate and up-to-date information at the time of entry into the service's registration form, and in particular not to use false names or addresses, or unauthorized names or addresses.
- Maintain registration data to ensure that it is real, accurate and up-to-date at all times.

The Customer further undertakes not to make available or distribute any illicit or reprehensible information (such as defamatory information or information constituting identity theft) or harmful information (such as viruses). Should this not be the case, the Operator may suspend or terminate the Customer's access to the Site at its sole discretion.

#### **Article 5 - ORDERS**

La Cave Vino Sapiens makes every effort to guarantee optimal availability of its Products for its online sales site Clubvinosapiens.com. Product offers are valid while stocks last, and Product vintages are subject to change without notice depending on current stocks and arrivals at the Cave Vino Sapiens.

If, despite the best efforts of the Operator, a Product proves to be unavailable subsequent to the Customer's Order, the Operator will inform the Customer by email as soon as possible and the Customer will have the choice between :

- Delivery of a Product of equivalent quality and price to that initially ordered,

- Or reimbursement of the price of the Product ordered within thirty (30) days of payment of the sums already paid.

It is agreed that apart from reimbursement of the price of the unavailable Product, if this option is requested by the Customer, the Operator is not liable for any cancellation indemnity, unless the non-performance of the contract is personally attributable to the Operator.

With the exception of any mention to the contrary in these General Terms and Conditions and without prejudice to the right of withdrawal provided for by applicable law, Customer Orders are firm and final.

When placing an Order, the Customer must select the Products chosen and add them to his/her basket, indicating the Products selected and the quantities desired in multiples of 6. One package contains 6 bottles. The Customer can check the details of his Order and its total price, and return to the previous pages to correct the contents of his basket if necessary, before validating it.

The Customer undertakes to read the General Terms and Conditions of Sale then in force before accepting them and confirming the terms and conditions and any delivery and withdrawal charges prior to payment of the Order. Confirmation of the Order implies acceptance of the GCS and forms the contract.

The Customer undertakes to respect the law with regard to the legal age according to his/her country for purchasing and/or consuming alcohol. The Customer then validates the rule requested to finalize his/her Order.

Contractual information relating to the Order will be sent by e-mail with the subject line: *"Order Confirmation #CVS ... - Club Vino Sapiens"*. The Customer will be able to find the payment status; the progress of the Order; the shipping address, the shipping method; details of the Products purchased, the payment method; a link to check the status of the Order and a contact address: [contact@clubvinosapiens.com](mailto:contact@clubvinosapiens.com)

The Customer reserves the right to cancel his Order before it is dispatched and will be informed of the new status of his Order by sending an e-mail with the subject line :  
*"Order status #CVS...changed. New order status : Cancelled - Club Vino Sapiens"*

The Operator strongly advises the Customer to print and/or archive this Order confirmation on a reliable and durable medium as proof. A digital invoice is made available to the customer in the "my account" area. The Operator also advises the Customer to print and/or archive this invoice on a reliable and durable medium as proof.

The Customer will be asked to choose the delivery method for his Order. Follow the payment steps by entering their payment details.

Any e-mail sent to the Customer in connection with an Order will be sent to the e-mail address used by the Customer to log on to his Customer space.

The Operator reserves the right not to validate the Customer's Order for any legitimate reason, in particular in the event that :

- The Customer would not respect the General Conditions in force at the time of his Order;
- One of the Customer's previous Orders is the subject of a dispute currently being processed;

The Operator archives contracts for the sale of Products in accordance with applicable legislation. By sending a request to the following address [contact@clubvinosapiens.com](mailto:contact@clubvinosapiens.com) , the Operator will provide the Customer with a copy of the contract which is the subject of the request.

Any modification of the Order by the Customer after confirmation of the Order is subject to the Operator's agreement.

The information provided by the Customer when placing the Order (in particular name and delivery address) is binding. The Operator shall not be held liable in the event that an error in placing the Order prevents or delays delivery.

The Customer declares that he/she has full legal capacity to enter into the present Terms and Conditions.

Registration is open to adults of legal age and to minors under the condition that they act under the supervision of a parent or guardian holding parental authority. Under no circumstances is registration authorized on behalf of a third party unless the third party is validly authorized to represent it (e.g. a legal entity). Registration is strictly personal to each Customer.

In the event of a breach by the Customer of any of the provisions hereof, the Operator reserves the right to terminate the Customer's account without notice.

## **Article 6 - PAYMENT TERMS AND SECURITY**

The Customer expressly acknowledges that any Order placed on the Site Clubvinosapiens.com is an Order with obligation of payment, which requires the payment of a price against the supply of the ordered Product. In any event, the Operator reserves the right to check the validity of the payment, before dispatching the Order, by any means necessary.

The Operator uses the **Mollie** online payment solution to accept online payments worldwide. Orders can be paid for using the following payment methods:

**Payment by credit card.** After selecting the Mollie Payments payment method, the Customer will be directed directly to the secure bank servers of the Mollie payment solution. The Customer's bank details do not pass through the Site.

Bank details given at the time of payment are protected by SSL (Secure Socket Layer) encryption. In this way, these details are not accessible to third parties.

- The Customer's Order is recorded and validated upon acceptance of payment by the bank.
- The customer's account will only be debited for the corresponding amount once the details of the credit card used have been verified and the debit has been accepted by the bank that issued the credit card.
- Failure to debit the sums due will result in the immediate nullity of the sale.
- In particular, the credit card may be refused if it has expired, if it has reached the maximum spending amount to which the Customer is entitled, or if the data entered is incorrect.

*At present, Paypal, bank cheques and bank transfers are not available as payment solutions.*

## **Article 7 - PRICE PAYMENT**

The price of the Products in force at the time of the Order is indicated in euros, excluding delivery and transport costs. In the event of a promotion, the Operator undertakes to apply the promotional price to any Order placed during the period in which the promotion is advertised.

The price is payable in euros (€) only. The displayed Price can be consulted for conversion into the currency of the purchasing Customer's country on XE.com <https://www.xe.com/fr/currencyconverter/>

The price is payable in full after confirmation of the Order. The prices quoted include any discounts and rebates that the Operator may grant in the event of promotional offers.

If delivery or transport costs apply, they will be added to the price of the Products and indicated separately before the Order is validated by the Customer. The total amount due by the Customer and its details are indicated on the Order confirmation page.

## **Article 8 - FORMATION OF THE CONTRACT**

The contract between the Operator and the Customer is formed when the Customer sends confirmation of his Order.

The Customer's attention is particularly drawn to the method of acceptance of the Order placed on the Site.

When the Customer places his/her Order, he/she must confirm it using the "double-click" technique, i.e. after selecting the Products added to the basket, the Customer must check and, if necessary, correct the contents of his/her basket (identification, quantity of Products selected, price, delivery methods and costs) before validating it by clicking on "I confirm my delivery", then he/she acknowledges acceptance of these GTC before clicking on the "I pay" button, and finally he/she validates his/her Order after filling in his/her bank details.

The "double click" constitutes an electronic signature and is equivalent to a handwritten signature. It constitutes irrevocable and unreserved acceptance of the Order by the Customer.

Communications, Order forms and invoices are archived by the Operator on a reliable and durable medium so as to constitute a true and durable copy. These communications, order forms and invoices may be produced as proof of the contract.

In the absence of proof to the contrary, the data recorded by the Operator on the Internet or by telephone constitute proof of all transactions between the Operator and its customers.

The Order may be cancelled by the Customer by registered letter with acknowledgement of receipt or in writing on another durable medium in the event of :

- Delivery of a Product that does not conform to the declared characteristics of the Product;

- In application of French law, the service provider Planet Aura has a defined maximum period of 90 days to fully provide its service.

## Article 9 - RESERVATION OF TITLE

The Operator remains the sole owner of the Products ordered on the Site until full payment has been received, including any shipping costs.

## Article 10 - SHIPPING AND DELIVERY

The online sales offers presented on the site are intended for :

- **Consumer customers in countries outside the European Union** and covered by Planet Aura's shipping zone. Products may be exported except to countries which prohibit the import of alcohol into their territory, and excluding certain defined customs restrictions. The United States is covered for wine shipments outside the following states:
  - Utah, Mississippi, Delaware and Rhode Island

Delivery means the transfer to the Customer of physical possession of his order and/or control of his Products purchased on the clubvinosapiens.com Site and shipped by Planet Aura.

If delivery or transport costs apply, they will be added to the price of the Products and indicated separately before the Order is validated by the Customer. The total amount due by the Customer and its details are indicated on the Order confirmation page. Shipping costs are therefore those specified when the Order is finalized and are accepted by the Order validation.

In accordance with French law, the service provider Planet Aura has a defined maximum period of 90 days to fully provide its service. The policy and commitment of our service provider Planet Aura is to respond as quickly as possible to customer satisfaction.

In the event of a delay in the delivery of an Order, our service provider Planet Aura will inform the Customer directly while the Order is being awaited. The Customer may contact Planet Aura directly at the following address: [contact@planet-aura.com](mailto:contact@planet-aura.com)

Delivery times are specified on the Site on the dedicated page.

<https://www.clubvinosapiens.com/shipping>

These times include the preparation and dispatch of the Order as well as the time allowed by the carrier.

The Operator undertakes to dispatch the Products in accordance with the delivery times announced on each Product sheet and in the shopping basket, provided that payment for the Order has not previously been refused.

However, if one or more Products cannot be delivered within the period initially announced, Planet Aura will send an e-mail indicating the new delivery date to the Customer.

The Products will be delivered to the address indicated by the Customer when placing the Order. It is the Customer's responsibility to check that this address is correct. The Operator shall not be held liable if the address provided by the Customer is incorrect, thereby preventing or delaying delivery.



On delivery, you may be asked to sign a receipt. No delivery will be made to a P.O. Box.

On delivery, it is the Customer's responsibility to check that the Products delivered conform to the Order and that the package is sealed and undamaged. If this is not the case, the Customer must indicate this on the delivery slip. No claim concerning the quantity or condition of the Product will be accepted if the claim has not been noted on the delivery slip.

- **In the particular case of an order from a consumer in a European Union country**, shipment of the Products will be handled by Cave Vino Sapiens, which will use a service provider such as Colissimo la Poste. Orders cannot be placed via the online store, and must be placed via an order form:  
<https://www.clubvinosapiens.com/formulaire-commande>

## Article 11 - CUSTOMS CHARGES AND TAXES

To export Customer Orders internationally, the service provider **Planet Aura takes care of the administrative and customs formalities for Club Vino Sapiens. This involves obtaining** an EORI number, the European Union's unique identification number, as well as knowledge of the taxes and regulations applicable to the Products intended for Customer Orders. Planet Aura also takes care of declaring the merchandise in accordance with and with knowledge of the nomenclature.

## Article 12 - RIGHT OF WITHDRAWAL

If a delivered Product does not meet with the Customer's complete satisfaction, the Customer may return it to the Operator. The Customer has fourteen (14) days from the date of receipt of the Order to do so.

In accordance with article L.221-21 of the French Consumer Code and in order to exercise this right of withdrawal under the conditions of articles L. 221-18 et seq. of the French Consumer Code, the Customer is invited to complete the standard withdrawal form by clicking on the link below  
<https://www.clubvinosapiens.com/generalsalesconditions>

The Operator will acknowledge receipt of the Customer's withdrawal request by e-mail.

Where applicable, the Customer may exercise his right of withdrawal by notifying the following information to the Operator:

- Name, address, telephone number and e-mail address ;
- Decision to withdraw by means of an unambiguous statement (e.g. letter sent by post, fax or e-mail, where these details are available and therefore appear on the standard withdrawal form). The Customer may use the model withdrawal form, but is not obliged to do so.

The cost of returning the Product is borne by the Customer, unless the Product cannot normally be returned by post, in which case the Operator will collect the Product at its own expense.

The exceptions set out in article L.221-28 of the French Consumer Code apply and preclude the exercise of the right of withdrawal, in particular if the Order consists of a contract :

- **The supply of alcoholic beverages whose delivery is deferred beyond thirty (30) days and whose value agreed at the conclusion of the contract depends on fluctuations in the market beyond the control of the professional;**

The Product must be returned in its original packaging, in perfect condition, fit for resale, unused and with all accessories.

In addition to the returned Product, the return parcel must also contain a letter specifying the Customer's exact and complete contact details (surname, first name, address), as well as the Order number and the original purchase invoice.

The Operator will reimburse the Customer for the amount of the Product within fourteen (14) days of receipt of the Product and all the elements required to implement the Customer's reimbursement. This refund may be made by the same means of payment as that used for the Customer. By accepting the present General Terms and Conditions of Sale, the Customer expressly acknowledges having been informed of the terms and conditions of retraction.

### **Article 13 - CUSTOMER SERVICE**

The Customer may contact the Operator :

- By e-mail to [contact@clubvinosapiens.com](mailto:contact@clubvinosapiens.com), indicating your name, telephone number, the subject of your request and the Order number concerned.

### **Article 14 - INTELLECTUAL PROPERTY AND SITE USE LICENSE**

The Operator is the sole owner of all elements present on the Site, in particular and without limitation, all texts, files, images animated or not, photographs, videos, logos, drawings, models, software, trademarks, visual identity, database, structure of the Site and all other elements of intellectual property and other data or information (hereinafter, the "**Elements**") which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the Site's Elements may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or in return for payment, by a Customer or by a third party, whatever the means and/or media used, whether known or unknown to date, without the express prior written authorization of the Operator on a case-by-case basis, and the Customer shall be solely liable for any unauthorized use and/or exploitation.

### **Article 15 - LIABILITY AND GUARANTEE**

The Operator cannot be held responsible for the non-performance of the contract due to the Customer or due to an event qualified as force majeure by the competent courts, or due to the unforeseeable and insurmountable act of any third party to the present contract.

The Customer acknowledges that the characteristics and constraints of the Internet make it impossible to guarantee the security, availability and integrity of data transmissions over the Internet. Accordingly, the Operator does not guarantee that the Site and its services will operate without interruption or error. In particular, their operation may be temporarily interrupted for maintenance, updates or technical improvements, or to change their content and/or presentation.

The Operator may not be held liable for the use of the Site and its services by Customers in breach of these General Terms and Conditions, nor for any direct or indirect damage that such use may cause to a Customer or a third party. In particular, the Operator may not be held liable for any false declarations made by a Customer or for the Customer's conduct towards third parties. In the event that the Operator is held liable for such behaviour on the part of one of its Customers, the latter undertakes to indemnify the Operator against any judgement pronounced against it, and to reimburse the Operator for all costs, in particular legal fees, incurred in its defence.

Independently of any additional contractual warranty (commercial warranty) that may be granted, the Products benefit from the legal warranty of conformity provided for in articles L. 217-4 et seq. of the French Consumer Code applicable on French territory (in particular L. 217-4 to L. 217-14 of the French Consumer Code), and the warranty against hidden defects provided for in articles 1641 to 1649 of the French Civil Code.

The Cave Vino Sapiens and its online store Club Vino Sapiens shall not be held liable in the event of failure to comply with the legislation of another country from which the Order was placed by the Customer.

## Article 16 - DISPUTES AND CLAIMS

In the event of a dispute, French law takes precedence and these General Terms and Conditions are governed by it, whether the Customer resides in France or in another country.

In the event of a dispute concerning services or Products, any complaints should be sent to the following address:

- E-mail address: [contact@clubvinosapiens.com](mailto:contact@clubvinosapiens.com)
- Postal address: **Cave Vino Sapiens 145 rue saint Dominique 75007 Paris - France**
- Telephone number: **+33 6 31 02 46 16**

In the event that the claim is unsuccessful, or in the absence of a response from this service within ten (30) days, the Customer may submit the dispute relating to the Order form or these GTS between him and the Operator to the FEVAD (Fédération du e-commerce et de la vente à distance) e-commerce mediator.

- Mail: 60 Rue La Boétie - 75008 Paris
- Mail: <http://www.mediateurfevad.fr>

The mediator will attempt, independently and impartially, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

Failing amicable resolution, the Customer and/or the Operator may bring their claim before the competent French courts.

The Customer has recourse to the European online dispute resolution platform (RLL) provided by the European Commission to make online purchases safer and fairer by providing access to quality dispute resolution tools: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)

## **Article 17 - PERSONAL DATA**

For further information on the use of personal data by the Operator, please read the Privacy Policy carefully. You can consult this Charter on the Site at any time. <https://www.clubvinosapiens.com/mentions-legales>

## **Article 18 - HYPERTEXT LINKS**

The hypertext links available on the clubvinosapiens.com site may lead to third-party sites not published by the Operator. They are provided solely for the Customer's convenience, in order to facilitate use of the resources available on the Internet. If the Customer uses these links, he/she will leave the Site and agree to use the third-party sites at his/her own risk or, as the case may be, in accordance with the conditions governing them.

The Customer acknowledges that the Operator does not control or contribute in any way to the development of the terms of use and/or content applying to or appearing on these third-party sites.

Consequently, the Operator cannot be held responsible in any way whatsoever for these hypertext links.

Furthermore, the Customer acknowledges that the Operator does not endorse, guarantee or take over all or part of the terms of use and/or content of these third-party sites.

The Site may also contain promotional hypertext links and/or advertising banners referring to third-party sites not published by the Operator.

The Operator invites the Customer to inform the Operator of any hypertext link present on the Site that would allow access to a third-party site offering content contrary to the law and/or morality.

The Customer may not use and/or insert a hypertext link to the site without the prior written consent of the Operator on a case-by-case basis.

## **Article 19- GENERAL PROVISIONS**

### **ENTIRE AGREEMENT OF THE PARTIES**

The present General Conditions constitute a contract governing relations between the Customer and the Operator.

They constitute the entirety of the rights and obligations of the Company and the Operator relating to their subject matter. Should one or more stipulations of the present General Terms and Conditions be declared null and void in application of a law, regulation or following a final decision by a competent court, the other stipulations shall retain all their force and scope.

Furthermore, the fact that one of the parties to the present General Terms and Conditions does not invoke a breach by the other party of any of the provisions of the present General Terms and Conditions shall not be construed as a waiver on its part to invoke such a breach in the future.

## **CHANGES IN CONDITIONS**

The Operator reserves the right to modify at any time and without notice the content of the Site or the services available therein, and/or to cease temporarily or permanently to operate all or part of the Site.

In addition, the Operator reserves the right to modify the location of the Site on the Internet, as well as these General Terms and Conditions, at any time and without prior notice. The Customer must therefore refer to these General Conditions before using the Site.

The Customer acknowledges that the Operator shall not be held liable in any way whatsoever to the Customer or any third party as a result of such modifications, suspensions or cessations.

The Operator advises the customer to save and/or print out these General Terms and Conditions for safe and durable storage, so that they can be invoked at any time during the performance of the contract if necessary.

## **APPLICABLE LAW**

These General Conditions are governed, interpreted and applied in accordance with French law.

## **ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS BY THE CUSTOMER**

The Customer acknowledges having carefully read these General Terms and Conditions.

By registering on the Site, the Customer confirms having read and accepted the General Terms and Conditions, thereby becoming contractually bound by the terms of these General Terms and Conditions.

The General Terms and Conditions applicable to the Customer are those available on the date of the Order, a copy of which dated to that date may be provided to the Customer on request. It is hereby specified that any modification of the General Terms and Conditions made by the Operator will not apply to any previous Order, unless expressly agreed by the Customer at the origin of a given Order.