# **GENERAL TERMS AND CONDITIONS OF ONLINE SALES**

www.neurae.com

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#### 1. PRELIMINARY PROVISIONS

### 1.1 Seller's identity

www.neurae.com\_(hereinafter the "Site") is a website of c.f.e.b. SISLEY, a simplified joint-stock company with a capital of €1,000,000, whose registered office is located at 3 avenue de Friedland, 75008 Paris, France, registered with the Paris Trade and Companies Register under number 722 003 464 and having as intra-Community VAT number 16722003464 (hereinafter "Company").

#### 1.2 Identity of the Buyer

For the purposes hereof, the term "Buyer" means any natural person purchasing the products sold on the Site (hereinafter the "Products").

However, it is specified that the Buyer must be an end consumer (i.e. a natural person not acting as a merchant) based within the following European Union countries: Metropolitan France, Corsica, Monaco, Austria, Belgium, Germany, Italy, Luxembourg, Netherlands, Portugal and Spain (excluding other countries of the European Union, islands and Andorra), and having the legal capacity to contract. Thus, the Buyer:

- declares and guarantees, by accepting these general terms and conditions of online sales (hereinafter « General Terms and Conditions of Sale »), that the purchase of Products on the Site is unrelated to a professional activity and is limited to personal use:
- is prohibited from reselling or distributing the Products purchased on the Site or the samples, under penalty of possible civil liability.

### 1.3 General Terms and Conditions of Sale

The purpose of these General Terms and Conditions of Sale is to define the terms and conditions of online sale of the Products on the Site.

By ticking the corresponding box, the Buyer acknowledges having consulted and expressly accepted them, without, however, this acceptance being conditioned by a handwritten signature on the part of the Buyer. It is specified that the Buyer may save or print these general terms and conditions of sale, without modifying them.

The Company reserves the right to modify at any time and without notice the General Terms and Conditions of Sale, it being specified that those applicable to the sale are those that the Buyer accepts when placing his order.

These General Terms and Conditions of Sale apply to the exclusion of any other document.

### 1.4 Product Information

The Buyer may, prior to his order, read on the Site the essential characteristics and the price of the Products he wishes to order by clicking on them.

The Company reserves the right at any time to add new Products, to remove some of them, or to change their presentation or price. The information on the Products and the prices applicable to the order are those appearing on the Site at the time the Buyer validates his order.

# 1.5 Customer Service

For any information, question or advice relating to the order or the Products, the Neurae Customer Service can be reached:

- by telephone on +33(0)1 59 00 10 07 (non-surcharged call);
- through the "Contact Form" section of the Site;
- by email to: info@neurae.com
- by post by writing to the following address: Neurae Customer Service, 3 avenue de Friedland, 75008 Paris.

# 2. ORDER

# 2.1 The different stages of the order are as follows:

# 2.1.1 Order on the Site

The Buyer selects the Product(s) of his choice and adds them in the "Your basket" section. The Buyer can check the details of the order project and modify it at any time.

The Buyer must then validate the contact details, the billing address, the place and method of delivery as well as the payment method chosen.

From the moment the Buyer confirms his order by clicking on the "Pay" icon, he is considered to have definitively accepted the content and conditions of his order, the prices, characteristics, quantities and delivery times of the Products ordered. The order is then final.

#### 2.1.2 Order by phone

The Buyer may also order the Products by calling +33(0)1 59 00 10 07 (non-surcharged call).

### 2.2 Order confirmation

The Company sends the Buyer an email summarizing the terms and conditions of the order.

The Buyer can follow the progress of his order and download his invoice in the "Your account" section on the Site.

### 2.3 Unavailability of Products

In the event of the unavailability of one or more Product(s), the Buyer will be informed on the Site.

#### 2.4 Order Cancellation

The Company reserves the right to suspend or cancel any Order for legitimate reasons :

- orders from professionals, orders of an abnormal nature (such as those exceeding 4 products of the same reference), abnormally repeated orders;
- in cases where the information provided by the Buyer is incomplete or inaccurate;
- in the event of non-payment or partial payment of the sums due by the Buyer.

The Buyer may cancel his order by exercising his right of withdrawal under the conditions provided for in the article 6 - Right of withdrawal.

#### 3. PRICE

The prices appearing on this Site are indicated in Euros including all taxes and are subject to variation during the year, it being understood that the products ordered are invoiced at the prices in force at the time of the registration of the order.

They do not include shipping costs, charged in addition to the price of the Products purchased according to the amount of the order. Shipping costs will be indicated before the Buyer registers the order.

Prices include value added tax (VAT) applicable on the day of the order and any change in the applicable rate will be automatically reflected in the price of the Products sold.

Purchase offers, including promotional offers, are valid, while stocks last, for the duration indicated in the promotional offer and, failing that, for as long as they are advertised on the Site.

# 4. PAYMENT TERMS

4.1 Payment for orders can be made by credit card, including CB, Visa, Mastercard or American Express. Payment by bank cheque is not accepted. The debit will take place within 5 days from the date of the order. The Company retains full ownership of the Products sold until the perfect receipt of the price, in principal, including fees and taxes.

It is recalled that in accordance with Article L.132-2 of the Monetary and Financial Code, the commitment to pay given by means of a bank card is irrevocable. By communicating the information relating to his credit card, the Buyer authorizes the debit of his credit card.

The Buyer must send his credit card number, the expiry date of the latter as well as the cryptogram number (3-digit number on the back of the credit card).

4.2 The entire transaction is carried out in encrypted mode and the Buyer's bank details do not pass through the Site but through the payment platform of the ADYEN service provider which secures payments and prevents credit card fraud. The Company reserves the right to verify the reliability of the information entered by the Buyer by requesting a supporting document, which will have the effect of suspending the Order. As part of the fight against fraud on the internet, the information relating to your order may be transmitted to any competent authority for verification.

The Buyer guarantees to the Company that it has the necessary authorizations to use the payment method it has chosen, when registering the purchase order.

the Company reserves the right to suspend or cancel any order and/or delivery, whatever its nature and level of execution, in the event of non-payment of any sum due by the Buyer or in the event of a payment incident.

In order to facilitate the purchase process on the Site, the Buyer will have the option to save their bank details in encrypted and secure mode via the "My saved payment cards" option. In the event that the Buyer no longer wishes this option, he may at any time delete his bank details or create new ones in the "Payment method" section of the purchase path.

- 4.3 The Buyer may pay for his orders by PayPal provided that he has an account with PayPal. It is specified that the PayPal Terms of Use apply. The Buyer may pay for his orders by Google Pay provided that he has an account with Google Pay. It is specified that the Google Pay Terms of Use apply.
- 4.4 The Buyer may pay for his orders via Klarna provided that he has an account with Klarna. Klarna offers three times free of charge for orders with a minimum amount of 35 euros and a maximum of 1500 euros. It is specified that Klarna's General Terms and Conditions of Use apply.

### 5. DELIVERY

### 5.1 Delivery Terms

The Products may only be delivered to the following European Union countries: Metropolitan France, Corsica, Monaco, Austria, Belgium, Germany, Italy, Luxembourg, Netherlands, Portugal and Spain (excluding other countries of the European Union, islands and Andorra).

The Buyer may choose, when placing his order, among the delivery methods offered, the one that suits him.

# 5.2 Delivery times

The delivery time of the Products depends on the option chosen by the Buyer when placing the order.

The Products will be delivered to the Buyer no later than thirty (30) days after confirmation of the order. However, the Company may exonerate itself from all or part of its liability by providing proof that the non-performance or improper performance of the contract is attributable either to the consumer, or to the unforeseeable and insurmountable fact of a third party to the contract, or to a case of force majeure.

In the event that the Products are returned to the Company because the Buyer has not taken possession of the package containing the products, the Buyer will be refunded the amount of the order, delivery costs deducted.

#### 5.3 Verification of the order as soon as it is received

The Buyer must immediately check the condition of the package in order to be able to express its reservations directly to the carrier upon delivery of the package. No further complaint about the condition of the package can be made to Customer Service.

The Buyer must then check the conformity of the delivery to its order and inform Customer Service as soon as possible of any anomaly or non-compliance.

#### 6. RIGHT OF WITHDRAWAL

#### 6.1 Right of withdrawal

The Buyer has the right to withdraw from his order without cause within fourteen (14) calendar days from the day of receipt of the order. When the fourteen (14) day period expires on a Saturday, Sunday or a public or non-working day, it shall be extended until the first following working day.

To exercise this right, the Buyer must, before the expiry of the withdrawal period, inform the Company of its wish in an unambiguous statement through:

- the withdrawal form available on the Site in the Buyer's "Your Account" section;
- or the return slip in the package;
- or a letter or email addressed to Neurae Customer Service (see article 1.5 of these general terms and conditions of sale) and including the following information: name, postal address and, where available, telephone number, order number and email address

### 6.2 Product Returns

Within a maximum period of fourteen (14) calendar days from the request for withdrawal, the Product(s) concerned - as well as all other items delivered on the occasion of the purchase of the Product(s) concerned and in the original box intact - must be returned to the following address: c.f.e.b. SISLEY – Neurae Returns Service – 32, avenue des Béthunes 95310 Saint Ouen I 'Aumône, accompanied by the return slip (available in the "Your Account" section on the Site or inserted in the package).

As a hygiene measure, the Products must be returned in their original packaging complete, intact and in perfect condition for resale. Indeed, the opening of these Products makes them unsuitable for any subsequent marketing.

Any Product that has been opened, damaged or whose original packaging has been damaged, will not be refunded, returned or exchanged.

If a box or set should be returned, it is imperative to return the entire box or set.

It is specified that purchases made on the Site may not be the subject of any return, exchange or refund in the shops and Maison Sisley.

### 6.3 <u>Product Refund Terms</u>

Any return accepted by the Company will result in the refund of the returned Products as well as the standard delivery costs (except in the case of partial return) within a maximum period of 14 calendar days from the recovery of the Products or until the consumer has provided proof of shipment of these Products, the date chosen being the first of these facts.

The return costs remain the responsibility of the Buyer: parcels sent in postage due or counter-refund will not be accepted.

Products not accepted will be returned by postage due to the Buyer.

# 7. LEGAL GUARANTEE OF CONFORMITY AND HIDDEN DEFECTS

The Company is liable for defects in conformity of the Product under the conditions of Articles L. 217-4 et seq. of the Consumer Code and hidden defects of the product sold within the meaning of Articles 1641 et seq. of the Civil Code.

To use any of the guarantees set out below, the Buyer may go to the "Your account" section on the Site or use the return voucher inserted in the package.

When the Buyer acts as a legal guarantee of conformity within the meaning of Articles L. 217-4 et seg. of the Consumer Code, he:

- has a period of two years from the delivery of the Product to act;
- may request the replacement of the non-compliant Product or the resolution of the sale and have the price refunded;
- is exempted from providing proof of the existence of the lack of conformity of the product during the twenty-four months from the delivery of the Product.

When the Buyer decides to implement the legal guarantee against hidden defects within the meaning of Articles 1641 et seq. of the Civil Code, he may request the resolution of the sale and have the price returned to him.

For any complaint, the Buyer may contact's Customer Service.

### 8. LIMITATION OF LIABILITY

The Company cannot be held liable in the event of damage resulting from a fraudulent intrusion by a third party resulting in a modification of the information made available on the Site, in the event of fault of the Buyer, or in the event of force majeure as defined by law and the Courts.

In the event that the Company's liability should nevertheless be retained due to damage suffered by the Buyer as a result of the non-performance or improper performance of its services, it is limited to the amount of the order paid by the Buyer to the Company.

#### 9. GENERAL

The fact that the Company does not invoke a provision of the General Terms and Conditions of Sale with the Buyer cannot be interpreted as a waiver to invoke this provision.

If any of the provisions of the General Terms and Conditions of Sale is declared null and void in whole or in part, the other provisions and the other rights and obligations arising from these General Terms and Conditions of Sale shall remain unchanged and shall remain applicable.

In general, it is expressly agreed between the Company and the Buyer that the emails will prevail between the parties as well as the automatic registration systems used on the Site, in particular as to the content and date of the order.

# 10. PERSONAL DATA

The information collected by the Company is subject to computer processing necessary for the management and monitoring of orders (including order taking, invoicing, shipping, refund, complaint, after-sales service), the management of consumer opinions on products, services, purchased content, the management of consumer accounts (including commercial animation, prospecting, statistics, as well as the selection of consumers to carry out product tests).

For more information about Sisley's Personal Data Protection Policy and Cookie Policy, the Buyer can access it at the following link : www.neurae.com/en/personal-data/ and www.neurae.com/en/use-of-cookies/.

#### 11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual property rights in the Site and the information comprising it, including in all cases the rights to trademarks, trade names, copyrights and rights in the underlying software, remain with the Company or its licensors, unless otherwise agreed. It is prohibited to use the Site in a manner in which an infringement of the intellectual property rights or other rights of the Company is committed. It is, among other things, prohibited to broadcast, modify, transmit or reproduce the Site, in whole or in part, in any form whatsoever. The insertion of hyperlinks to all or part of the Site is prohibited without the prior written consent of the Company.

The Company also owns the trademarks on the Site regularly filed and registered with the National Institute of Intellectual Property as well as any element of intellectual property. The Buyer is prohibited from making any use of the Company's trademarks and more generally from infringing the Company's intellectual and industrial property rights.

### 12. UNIQUE IDENTIFIER

In application of Article L. 541-10-13 of the French Environmental Code, the Company has been assigned the following Unique Identifier (IDU):

- FR210830\_01GMSD, certifying that it has fulfilled its obligations (i) of registration in the producers' register for the household packaging (EMBM) sector and (ii) of declaring products placed on the market to the approved eco-organization for this product category.
- FR210830\_20QWPN, certifying that it has fulfilled its obligations (i) of registration in the producers' register for the single-use sanitary textiles (TSUU) sector and (ii) of declaring products placed on the market to the approved eco-organization for this product category.

# 13. APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

These General Terms and Conditions of Sale are subject to French law.

In accordance with Ordinance No.2015-1033 of 20 August 2015 and Implementing Decree No.2015-1382 of 30 October 2015, any dispute or so-called consumer dispute, subject to Article L.152-2 of the Consumer Code, may be the subject of an amicable settlement by mediation with the CMAP – Centre de Médiation et d'Arbitrage de Paris.

Prior to referral to the CMAP by the consumer, the latter must have already contacted Customer Service and not obtained a response or satisfaction to his complaint.

To submit your dispute to the mediator, you can:

- fill in the form on the CMAP website: www.cmap.fr tab "you are: a consumer";
- send your request by simple or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, or send an email to <u>consommation@cmap.fr</u>.

Regardless of the means used to enter the CMAP, your request must contain the following elements to be processed quickly: Your postal, email and telephone details as well as the full name and address of your company or the establishment concerned, a summary of the facts, and proof of prior steps with our company or the establishment concerned.

Any dispute arising hereunder shall be the exclusive jurisdiction of the French courts, even in the event of a warranty claim or multiple defendants.