

PURCHASE CONDITIONS

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through this website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website.

By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use this website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

By purchasing any product from this website, you enter into a contract with us on these terms.

2. OUR DETAILS

Sale of items through this website is carried out under the LES BAINS and LES BAINS GUERBOIS names by SAS BAINS, a French company with registered offices at 7 rue du Bourg l'Abbé, 75003, Paris, Company registration number 539 533 562, with VAT No. FR 13 539 533 562 (« us"/"we"/"our"/"LES BAINS"). You may contact our customer service department by calling our free phone number +33 1 42 77 07 07, or by sending an email to contact@lesbains-paris.com.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).

If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through this website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery in France, Europe and other international countries. Perfumes are only available for delivery in France and Europe.

6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale, but rather an invitation to treat. No contract in respect of any items will exist

between us and you until your order has been expressly accepted by us, whether or not funds have been deducted from your account. If we do not accept your offer and funds have already been deducted, these will be fully refunded. To place an order, you must follow the online shopping process and click on "Authorise payment" to submit the order. After this, you will receive an email from us confirming receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm this acceptance to you by sending you an email that confirms that the item is being sent (the "Shipping Confirmation"). The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Shipping Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other items which may have been part of your order, until the dispatch of those items has been confirmed in a separate Shipping Confirmation.

7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website, or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for items listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

If our supply of the items is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any items you have paid for but not received.

Please note however that we do not deliver on Saturdays or Sundays.

For the purpose of these Terms, "delivery" or "delivered" shall be deemed to have occurred when you or a third party nominated by you acquires physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address.

10. UNABLE TO DELIVER

If we are unable to deliver, your items will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we will assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

11. PICK UP IN STORE

If you have chosen the delivery at store option, we will contact you to let you know that it is ready to be picked up. You can pick up the order either in person (by presenting the order number and a proof of identity) or you can appoint someone else to pick up the order on your behalf. In this case, the appointed person must present the order number and proof of his or her identity.

13. RISK AND TITLE

The Items will be at your risk from the time of delivery. Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the later.

14. PRICE AND PAYMENT

The price of any items will be as stipulated on our website from time to time, except in cases of obvious error. While we try to ensure that all prices on this website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the items you will receive a full refund. We are under no obligation to provide the items to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on this website include VAT but exclude delivery costs, which will be added to the total amount. Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted. Once you have finished shopping, all the items you wish to purchase are added to your basket and your next step will be to go to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. Also, if you are a registered user, a record of all the orders placed by you is available in the "My Account" area.

Payment can be made by Visa and Mastercard. You can also pay all or part of the price of your order with a gift card issued by SAS BAINS. If you subsequently wish to exchange your order due to "Change of size", this option will only be available if you have used any of the following means of payment: Visa, MasterCard.

To minimise the possibility of unauthorized access, your credit card details will be encrypted. By clicking "Authorize payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card. Credit cards are subject to validation checks and authorization by your card issuer, but if your card issuer fails to authorize payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

15. VALUE ADDED TAX

All purchases done through this website are subject to the statutory Value Added Tax.

17. RETURNS POLICY

You may return your order for any reason up to 14 days from the date on which the goods are officially delivered and in your possession. You can notify us of your decision to return an item by contacting La Boutique Les Bains via email : boutiques@lesbains-paris.com, or by calling +33 1 40 29 10 10 (free phone, operator charges may apply). To meet the returns deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to return before the returns period has expired.

You do not have the right to cancel the Contract when it is for the delivery of any of the following three categories of "Excluded items":

Excluded Items

1. Items that have been made to your specifications or clearly personalized.
2. Sealed audio recordings, sealed video recordings or sealed products such as candles and perfumes, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, hosiery, socks and fragrances), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

Returns Methods

To return an item, just choose one of the three free and flexible return options below:

a) Returns at LA BOUTIQUE LES BAINS store

You may return any item at La Boutique Les Bains store in Paris. You just need to present, as well as the item, the invoice that was sent to you by email, which is also saved under your account on our website. You can present the purchase ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out.

b) Returns by post

You can return the item by post, with the courier company of your choice, together with the invoice of your order.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and, all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us via email: boutiques@lesbains-paris.com, or by calling +33 1 40 29 10 10 (free phone, operator charges may apply).

Exchanges for a change of size

If you decide that the item that you have purchased is in the wrong size for you, then you may be able to request a change in its size, without having to pay an additional delivery charge for the new item being sent to you, provided that you return the original item. This option is irrespective of your right of withdrawal, which will continue to exist legally and contractually. You can request the change of size by sending an email to: boutiques@lesbains-paris.com, and provided that

- (1) it is the same item;
- (2) its price on this website is equal to, or greater than, the price that you paid for the original item (but please note, in these circumstances only, you will not be charged for the price);
- (3) the means of payment that you originally used is one of those specified as such in Clause 13 of these Terms;
- (4) you do not have any other open exchange requests; and
- (5) you are not requesting more than 5 items to be exchanged; then you will be able to request the change in size. Please note that the option for you to change the size of your original item will only be displayed as being available to you when all five of these conditions are met.

Once you have requested the exchange, and selected the appropriate returns method, you must return the original item, either to La Boutique Les Bains on 2 rue du Bourg l'Abbé 75003 in Paris, France. You must return the item without any undue delay, and in any event within a maximum period of 14 calendar days from making the exchange request via email.

If you want to return the original item in store, you must present, as well as the original item, the purchase ticket that was sent to you by email. It is also saved under your account on our website. You can present the purchase ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out.

After you have chosen your return method, we will aim to send your new order to you, of the item in its revised size, within 2-3 working days from the date of request of the exchange, and in any event within a maximum of 30 days from that date. This option will not present an extra cost to you. The new order is governed by the provisions of these Terms, including your ability to exercise your right of withdrawal.

Please note that if after 14 calendar days from the date of the exchange request made via this website, you have not returned the original item, we are entitled to charge you the costs corresponding to the new order placed, subject to the provisions of these Terms.

Returns of defective items

If the item that you have received is defective, please notify us via email: boutiques@lesbains-paris.com, or by calling +33 1 40 29 10 10 (free phone, operator charges may apply) and return the item in accordance with a) b) or c) above. Please provide proof of purchase, for example a copy of the purchase ticket. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

18. LIABILITY AND DISCLAIMERS

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or

3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that:

- (i) comply with the description given by us and possess the qualities that we have presented in this website,
- (ii) (ii) are fit for the purposes for which items of their kind are normally used and
- (iii) (iii) show the quality and performance which are normal in items of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item.

Natural characteristics such as grain, texture, knots and color variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

19. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

20. VIRUSES, HACKING AND OTHER CYBER CRIMES

You may not misuse our websites by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to our websites, to the server which hosts these sites or to any other server, computer or data base related to our websites. You undertake not to attack these

websites via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offense under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use our websites will cease immediately. We will use reasonable care and skill to ensure that our websites are safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of these websites or from the downloading of the contents thereof or of such contents to which our websites redirect.

21. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

22. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

23. NOTICES

All notices given by you to us should be given to us via email to contact@lesbains-paris.com. Subject to and as otherwise specified in Clause 21, we may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it (aside from our guarantee), without our prior written consent.

However, you may transfer our guarantee in respect of defective products, which is stated at clause 16, to a person who has acquired the item. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item, for example by providing proof of purchase or producing a letter or chain of letters from the original Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the item in question.

We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or your rights under the Contract or cancel, reduce or

otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

25. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control.

An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the event outside our control.

26. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

27. SEVERABILITY

If any of these Terms or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

28. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

29. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by French law. Any dispute arising from, or related to the use of this website or to such Contracts shall be subject to the non-exclusive jurisdiction of the French courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.

3o. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via email: boutiques@lesbains-paris.com, or by calling +33 1 40 29 10 10 (free phone, operator charges may apply). If you as a buyer consider your rights have been breached, you can address your complaints to us via the above mentioned email and phone number.

If you purchased from us through our website, you may be entitled to seek to settle the consumer dispute with us out-of court, through the EU platform for online dispute resolution which is available at <http://ec.europa.eu/consumers/odr/>.

Last updated on February 10 2019.