

GENERAL TERMS AND CONDITIONS OF SALE APPLIED TO HOTEL LES BAINS

WARNINGS:

Anyone using the Hotel Les Bains website for booking purposes must be at least 18 years old and have the capacity to enter into contracts in accordance with the law.

The Customer may book, on the website, individually and for personal needs, a maximum of 5 (five) rooms per reservation.

For all bookings related to leisure, business, meeting, seminar, or other groups, please go to the Privatization section of the Hotel Les Bains website or make a request at sales@lesbains-paris.com to privatize certain common areas.

For any request related to group room bookings, contact res@lesbains-paris.com. For any booking identified on the website of more than five rooms, the Hotel reserves the right to modify the price and general terms and conditions of sale.

Any reservation or payment that is irregular, inoperative, incomplete, or fraudulent for a reason attributable to the Customer will result in the cancellation of the reservation at the Customer's expense, without prejudice to any civil or criminal action against the latter.

Les Bains is a registered trademark, with controlled use of its image. Any room booking made on our website at the public rate, for professional use of the premises (shootings, filmings, slow rooms) is prohibited.

For any professional activity carried out in our establishment, please refer to the privatization rates sent by our sales team. Please contact sales@lesbains-paris.com.

ARTICLE 1: PURPOSE

These general terms and conditions of sale define the rights and obligations of the parties in the context of the remote booking of services offered by Hotel Les Bains. They apply to all bookings made online via the Hotel Les Bains website.

ARTICLE 2: GENERAL PROVISIONS

These general terms and conditions of sale apply for the entire duration of the services offered by Hotel Les Bains on the website.

Hotel Les Bains reserves the right to supplement or modify these general terms and conditions of sale at any time by publishing a new version on its website, which will automatically apply upon being posted online.

The applicable general terms and conditions of sale are those in force at the date of the reservation.

ARTICLE 3: ONLINE CONTRACT CONCLUSION

3.1. Choice of services by the Customer:

The Customer chooses the services presented under their sole responsibility, without Hotel Les Bains being held responsible.

The Customer ensures the nature, destination, and booking conditions.

The Customer acknowledges that they have received the necessary advice and information to ensure the adequacy of the offer to their needs in order to make their reservation with full knowledge of the facts.

3.2. Reservation process:

The Customer makes their reservation through the electronic order form available on the website.

The Customer certifies the truth and accuracy of the information provided.

The Customer must follow a series of steps to make their reservation, including:

Search for stay dates, room category, and rate;

Optional selection of one or more additional services such as breakfast (unless the service is included in the rate mentioned in the previous point);

Verification of the reservation details, its total cost, the applicable terms and conditions of sale (general and specific);

Providing the Customer's contact details;

Entering bank card data in case of guarantee or prepayment request;

Reviewing and accepting the general terms and conditions of sale and the specific conditions of sale of the reserved rate before validating the reservation;

Reservation validation.

3.3. Reservation acknowledgment of receipt:

An acknowledgment of receipt email is sent to the Customer. It summarizes the contract offer, the reserved services, the prices, the total amount of the order, the conditions of sale related

3.4. Formation of the reservation:

The reservation is considered formed upon confirmation of the reservation or during online prepayment by credit card.

ARTICLE 4: PRICES

1. The prices related to the reservation of services are indicated on the site and confirmed during the reservation.

2. The indicated prices are per room for the number of person(s) and the selected date.

3. The prices are confirmed to the client as the total amount, in the hotel's commercial currency and are valid only for the duration indicated on the site.

4. If the debit at the hotel is in a currency other than the one confirmed on the reservation, the exchange fees are the client's responsibility.

5. All reservations are payable in the hotel's local currency, unless specific provisions are indicated on site.

6. Unless otherwise stated on the site, additional services (breakfast, massages and treatments, club entry) are not included in the price and are displayed separately. Access to the SPA (swimming pool and steam room) is included in the hotel room reservation, subject to availability.

7. The rates indicated during the reservation include a maximum capacity of two people per room in the establishment. No extra bed or sofa bed is available in the establishment. We provide umbrella beds for children under two years old. This service is charged €15 per night. It is necessary to request this service in advance during the reservation and pay for it on site.

8. The establishment accepts pets in the establishment and in the rooms, provided they are small and weigh a maximum of 10 kilograms. For any damage during the stay, the establishment reserves the right to charge for the damages caused.

9. The regulatory tourist tax, the amount of which is imposed by law, is to be paid directly on site at the hotel.

10. The prices take into account the VAT applicable on the day of the order. Any change in the applicable VAT rate will automatically be reflected in the prices indicated on the date of invoicing.

11. Likewise, any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices indicated on the date of invoicing.

12. Conversion into foreign currency is given for informational purposes only and is not contractual. Only the currency confirmed during the booking is guaranteed (if this currency is different from the one used at the hotel, any exchange fees will be charged to the client).

13. If a rate implies that payment is made at the hotel upon arrival or departure of your stay and the client's currency is not the same as that of the hotel, the rate charged by the hotel may be different from the one communicated during booking, considering the possible evolution of exchange rates between the booking date and the stay dates at the hotel.

ARTICLE 5: PAYMENT:

1. The client provides their bank details as a guarantee for the reservation, except for special conditions or rates, by credit or private card (Visa, Mastercard, American Express, Diners Club...) by directly entering the card number, its expiration date (the card must be valid at the time of the stay) and the visual cryptogram in the designated area (secured entry with

SSL encryption). The credit card presented upon arrival must be in the name of the person who made the booking. The hotel may ask for identification to prevent credit card fraud.

2. Payment is debited at the hotel during the stay, except for special conditions or rates where payment is debited upon booking (online prepayment for certain rates). This prepayment is considered a deposit. In the case of a non-prepaid rate online, the hotel will ask the client, upon arrival, for a security deposit or authorization to charge the credit card to guarantee payment for the services consumed on site.

3. In case of a no-show on a flexible booking rate (non-cancelled reservation – client not present) guaranteed by credit card, the hotel will charge the client, as a fixed compensation, the amount of the first night on the credit card given as reservation guarantee, and any additional nights of the reservation will be cancelled without charge unless otherwise stated in the booking rate conditions. By making a reservation, the client expressly authorizes the hotel to charge the fixed compensation. In case of a no-show on a non-cancellable, non-refundable reservation, the client will be subject to a fixed compensation equal to the total booked nights, whether prepaid or not.

4. At the time of prepayment, the amount debited during the reservation includes: the price of accommodation, taxes related to accommodation, the price of catering if breakfast is chosen, taxes related to catering, and any other additional services selected by the client.

5. In the case of a rate subject to online prepayment, the advance payment as a deposit is debited at the time of booking.

ARTICLE 6: CANCELLATION OR MODIFICATION DUE TO THE CLIENT

1. In accordance with Article L 121-21, 12° of the Consumer Code, the client does not have the right of withdrawal provided for in Article L 121-21 of the Consumer Code.

2. The booking rate's terms and conditions specify the cancellation and/or modification procedures for the reservation.

3. Reservations with prepayment cannot be modified and/or cancelled. Advance payments, such as deposits, will not be refunded. In this case, it is mentioned in the sales conditions of the rate.

4. When the sales conditions of the reserved rate allow it, the cancellation or modification of the reservation can be made directly with the hotel, whose contact details (phone or email) are specified in the reservation confirmation sent by email.

5. In case of interruption of the stay, the client has 24 hours before the beginning of the concerned night (before 3 pm) to cancel this night without charge. If this is not the case, the full agreed price will be charged. For a suite reservation, this cancellation deadline is extended to 72 hours before the start of the night. In the case of reservations with prepayment, no refund will be granted as a result.

6. Access to the room is guaranteed from 3:00 pm on the day of the client's arrival. Unless expressly stated otherwise, the client must leave the room before 12:00 pm on the day the reservation ends.

7. All reservations are nominative and cannot be transferred to a third party, whether free of charge or for a fee.

Article 7: RELOCATION

Relocation In case of an exceptional event, the inability to make the reserved room available to the client, or force majeure, the hotel reserves the right to accommodate the client in an equivalent category hotel with similar services, provided they have informed the client beforehand. Any additional cost of the room, transportation between the two hotels, and a phone call are the responsibility of the initially reserved hotel.

Article 8: Hotel Stay

1. In accordance with French regulations, clients are asked to fill out a police form upon arrival at the hotel. Clients must present an ID to determine whether or not they need to complete the form.

2. Clients must comply with the hotel's internal rules available at the reception. If these rules are not followed, the hotel may ask the client to leave without any compensation or refund. If no payment has been made yet, the client must pay the full price of the stay (nights consumed plus nights reserved but not yet consumed) before leaving.

3. The hotel offers free Wi-Fi. Clients agree not to use their computer resources for unauthorized reproduction, representation, distribution, or public communication of copyrighted or neighboring rights-protected goods. The user of this network also agrees not to engage in illegal activities.

4. The hotel reserves the right to charge the client's credit card for damages, cigarette smells, or unpaid consumptions. In case of noise complaints from neighboring rooms, the hotel reserves the right to charge the affected clients for the night(s).

5. In accordance with French law, prostitution or the sale of illegal goods and services is strictly prohibited on the premises. If illegal activity is suspected, the hotel reserves the right to immediately terminate the client's reservation without refund or compensation and may file a complaint with the appropriate authorities.

Article 9: Exclusions of Liability

Photos on the website are not contractual. Although the hotel strives to ensure that photos, graphics, and texts accurately represent the accommodation services offered, variations may occur due to changes in furniture, specificities of each room, or renovations. The hotel is not responsible for non-performance or poor performance of the reservation in case of force majeure, third-party actions, or client actions, including internet network unavailability,

website inaccessibility, external intrusion, computer viruses, or unauthorized prepayment by the cardholder's bank.

Article 10: Hotel's Right to Cancel / Errors

The website may contain inaccuracies and technical, typographical, or other errors related to the information displayed, including, but not limited to, rates, fees, or availability applicable to the transaction. The hotel declines any responsibility for such errors, inaccuracies, or omissions. The hotel reserves the right not to honor reservations or information affected by such errors, inaccuracies, or omissions. The hotel has the right to make changes, corrections, cancellations, and/or improvements to the information or reservations based on such information at any time, including after the reservation confirmation.

Article 11: Complaints

Claims related to non-performance or poor performance of hotel services must be brought to the hotel's attention in writing within eight days after the departure date from the hotel, directly to the hotel. For any complaint regarding a hotel reservation, the customer service is at your disposal. Go to the "Contact Us" section. You can also write to us at:

Les Bains

7 rue du bourg-l'abbé 75003 Paris, France.

Article 12: Force Majeure

Force majeure means any external event beyond the control of the parties that is both unforeseeable and insurmountable, preventing either the client or the hotel from fulfilling all or part of the obligations in the contract. Force majeure events are those usually recognized by French courts and tribunals. Neither party will be held responsible for the other's non-performance due to force majeure. It is expressly agreed that force majeure suspends the reciprocal obligations of the parties and that each party bears the costs resulting from it.

Article 13: Respect for Privacy

1. Clients are informed on each personal data collection form whether their answers are mandatory or optional by the presence of an asterisk.

2. Failure to provide mandatory information may prevent the hotel from registering a reservation and managing claims.

3. The processed information is intended for the hotel and its partners (including the online payment provider).

4. For pre-contractual measures related to reservations or execution of the reservation contract, the hotel and its partners may each receive personal, professional, economic, and financial data, for reservation and claim management purposes.

5. The client authorizes the hotel to share their personal data with third parties, as long as it is compatible with the hotel's obligations under these terms and conditions.

6. In particular, during online payment, the client's bank details must be transmitted by the payment provider to the hotel's bank for the execution of the reservation contract. The client consents to this necessary transfer for their reservation. The payment provider, as a professional, is committed to ensuring security and confidentiality of the data transfers.

7. Clients have the right to object, free of charge, to the use of their data for prospecting purposes, including commercial ones. In accordance with the French Data Protection Act of January 6, 1978, clients also have the right to object for legitimate reasons, and the right to access and rectify their data by writing to contact@lesbains-paris.com. The hotel may send clients its newsletter, promotional offers, or a satisfaction questionnaire following their stay, providing an unsubscribe link at the bottom of each commercial prospecting email.

Article 14: Proof Agreement

1. The input of the required banking information, as well as the acceptance of these general terms and conditions and of the voucher or reservation request, constitutes an electronic signature that has the same value as a handwritten signature between the parties.

2. The computerized records stored in the computer systems of Hotel Les Bains are kept under reasonable security conditions and are considered as evidence of communications, orders and payments made between the parties.

3. The Client is informed that their IP address may be recorded at the time of the reservation.

Article 15: Dispute Resolution

In the event of a dispute between the professional and the consumer, they will endeavor to find an amicable solution.

If no amicable agreement is reached, the consumer can contact free of charge the consumer mediator in charge of the professional, namely the Association of European Mediators (AME CONSO), within one year from the written complaint sent to the professional. The consumer mediator can be contacted via the online form on the website www.mediationconso-ame.com or by mail addressed to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS. The contract and general terms and conditions of sale are governed by French law.

In the event of a dispute not resolved amicably within 30 days, the Paris Court of First Instance shall have sole jurisdiction.

General Terms and Conditions of Sale Applied to Restaurant Roxo Les Bains

These General Terms and Conditions govern the relationship between the company SAS BAINS (Restaurant ROXO) SAS with a capital of 5,000 euros, headquartered in Paris 75003, registered under number 539533562 RCS DE PARIS, operating the RESTAURANT

ROXO (hereinafter "RESTAURANT ROXO LES BAINS") on the one hand, and any natural or legal person wishing to make a reservation request within the RESTAURANT ROXO LES BAINS (hereinafter the "Client") on the other hand.

The Client expressly acknowledges having read and being bound by these General Terms and Conditions as soon as they have checked the box "I accept the General Terms and Conditions" during the online reservation process.

Article 1: Purpose

These General Terms and Conditions aim to determine the conditions under which the Client can make an online reservation request, using the reservation system accessible on the website <http://www.lesbains-paris.com/>, in order to benefit from the catering services offered by the RESTAURANT ROXO LES BAINS located at 7 RUE DU BOURG L'ABBÉ 75003 PARIS.

Article 2: Reservation Terms

The online reservation is made through the form accessible at <http://www.lesbains-paris.com>. It is the Client's responsibility to fill in all the fields of the aforementioned form, and to indicate in particular the date on which they wish to benefit from the catering services as well as the service, the time and the number of guests desired.

In the event of unavailability regarding the requested reservation date, the reservation service may offer the Client, if possible, an alternative that the Client must accept or refuse.

In order to validate their reservation request, the Client must grant the RESTAURANT ROXO LES BAINS a pre-authorization for bank debit via the secure payment system SWIKLY. This pre-authorization is granted by providing the information on the credit card used by the Client.

The bank pre-authorization process depends entirely on the internal mode of operation of the Client's bank.

We inform you of the specific operation of certain foreign banking organizations for which the authorization request acts as a telecollection and directly debits your card when you request a reservation on our website.

The debit does not pay for your reservation, it is only a guarantee. Legally, this debit will be cancelled 7 days after your reservation request date, and beyond this period, if this transaction is not cancelled, please contact us.

The reservation request is only considered definitive from the acceptance of the payment pre-authorization on the secure payment space SWIKLY.

After accepting the payment pre-authorization, the Client receives a confirmation, summarizing the elements of their reservation request (date, service, time, number of guests, etc.), at the email address provided.

It is the Client's responsibility to verify the information indicated in this confirmation and, if applicable, to bring to our attention, as soon as possible, any erroneous information. A new confirmation will then be issued.

In the event that the Client does not receive a confirmation of their reservation by email, they must contact RESTAURANT ROXO LES BAINS as soon as possible.

The payment pre-authorization will be triggered by RESTAURANT ROXO LES BAINS only in the context of the application of the penalties provided for in Article 4 below.

Thus, no amount will be debited by RESTAURANT ROXO LES BAINS as part of the reservation process. The Client will pay the full amount of the invoice corresponding to the services provided within RESTAURANT ROXO LES BAINS directly and in full on site, on the day scheduled for the reservation.

Article 3: Cancellation

Any cancellation of a reservation must be made no later than 48 hours before the scheduled reservation date and time. After this 48-hour period, the cancellation will not be taken into account. To cancel a reservation within the aforementioned time limit, the Client can:

Send an email to the following address: reservation@roxo-paris.com (date and time of sending the email will prevail) specifying the details of the reservation (name, date, time and number of guests) - by phone at +33 (0)1 44 78 34 78 specifying the name, date, time, and number of guests of the reservation. Any modifications to the reservation requested by the Client, such as the reservation date, number of guests, etc., must be notified promptly to RESTAURANT ROXO LES BAINS, up to 48 hours before the date and time initially scheduled in the reservation, by specifying the details of the initial reservation (name, date, times, number of guests) and the desired modifications, by sending an email to reservation@roxo-paris.com (date and time of the email sending will prevail) or by phone at +33 (0)1 44 78 34 78. If the Client fails to comply with this deadline and/or in the event of unavailability or if RESTAURANT ROXO LES BAINS is unable to satisfy modification requests for any reason, the Client may cancel the reservation under the conditions defined above.

Article 4: Penalties

In the event of the Client's failure to show up on the scheduled reservation date and time and if the reservation has not been cancelled in accordance with the conditions provided for in Article 3 above, the Client will be charged a penalty equal to the amount of the deposit. The collection of this penalty will be done automatically by debiting the pre-authorization, through the aforementioned bank card number.

Article 5: System and Protocol

RESTAURANT ROXO LES BAINS, through its booking tool, uses the secure payment system SWIKLY to ensure maximum security for its Clients. SWIKLY provides very rigorous security procedures for the storage and dissemination of information: SWIKLY certifies that

all payment phases to be carried out with the Client are fully encrypted and protected. The protocol used is SSL (Secure Socket Layers) 128 bits combined with bank monetics. This means that information related to the order and the credit card number does not circulate in clear text on the Internet. At the time of entering their bank details, the Client's data is transmitted directly to SWIKLY and does not pass through any intermediary. Neither RESTAURANT ROXO LES BAINS nor SWIKLY will have access at any time to the Client's credit card information.

Article 6: Liability and Warranty

The restaurant Roxo Les Bains undertakes, except in cases of force majeure, to provide catering services within the restaurant Roxo Les Bains for the number of guests, on the day and at the time indicated in the reservation confirmation sent to the Client by email in accordance with the provisions of Article 2 above. The restaurant Roxo Les Bains cannot in any way be held responsible for the Client's failure to appear on the day and at the time indicated in the reservation confirmation, including but not limited to forgetfulness, an error in the date or time of the reservation, failure to receive confirmation of the reservation, etc. The information indicated on the website <http://www.lesbains-paris.com>, in particular regarding prices and menu content, as well as the photographs it contains, are purely indicative and cannot constitute a contractual commitment.

Article 7: Confidentiality and use of personal data

The information collected through the reservation form is processed by the restaurant Roxo Les Bains by means of computer processing intended to enable online reservations within the restaurant Roxo Les Bains. In accordance with the French law "informatique et libertés" of January 6, 1978, the Client has the right to access and rectify the information concerning him/her. To exercise this right and obtain information concerning him/her, the Client must contact the restaurant Roxo Les Bains (7 Rue du bourg l'Abbé 75003 Paris) or by email at reservation@roxo-paris.com. The restaurant Roxo Les Bains may, in particular, send its Clients its "newsletter" (information letter), promotional offers, a satisfaction questionnaire following their reservation, by email, providing the Client with an unsubscribe link at the bottom of each commercial prospecting email.

Article 8: Dispute resolution

These General Conditions are subject to French law. Any dispute between the restaurant Roxo Les Bains and a Client, legal entity, relating to their performance and consequences will be subject to the jurisdiction of French law in force.

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PURCHASE CONDITIONS LES BAINS ESHOP & LES BAINS GUERBOIS ESHOP

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.

16. 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 Term;

(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.

17. 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.

18. 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.

29. 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.

20; 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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/>.