

CELINE CONSUMER GENERAL CONDITIONS OF SALE – DISTANCE SELLING
LATEST UPDATE: OCTOBER 28TH, 2020

1 – SCOPE OF APPLICATION

THESE CONSUMER GENERAL CONDITIONS OF SALE (THE "CGCS") APPLY TO ALL SALES MADE AT YOUR REQUEST AND ON YOUR BEHALF (THE "ORDER") BY TELEPHONE OR BY EMAIL SENT TO A CELINE OWNED AND OPERATED STORE, INCLUDING OUTLETS, WITH THE EXCEPTION OF DEPARTMENT STORES AND AIRPORTS, IN FRANCE (THE "STORE").

SALES MADE WITHIN THIS CONTEXT ARE RESERVED SOLELY FOR CONSUMERS. CELINE RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF A PRODUCT DELIVERED TO THE SAME PERSON OR THE SAME POSTAL ADDRESS.

THESE CGCS MAY BE SUBJECT TO CHANGES AND MAY BE REPLACED BY CELINE. THE APPLICABLE CGCS ARE THOSE IN EFFECT AT THE TIME OF THE SALE. IN THE EVENT THAT, SUBSEQUENT TO THEIR UPDATE, THESE CGCS STILL REMAIN PUBLICLY ACCESSIBLE BY ANY MEANS, THEY WILL NO LONGER BE BINDING ON CELINE.

2 – IDENTIFICATION OF THE SELLER

CELINE PRODUCTS SHALL BE SOLD BY THE CELINE COMPANY, A LIMITED LIABILITY COMPANY WITH SHARE CAPITAL OF 2,802,576 EUROS, REGISTERED IN THE PARIS TRADE AND COMPANIES REGISTER UNDER NUMBER 572 034 361, HEADQUARTERED AT 16 RUE VIVIENNE 75 002 PARIS, TELEPHONE: +33 1 70 48 92 92 AND WHOSE INTRACOMMUNITY VAT NUMBER IS FR 67 572 034 361 ("CELINE").

3 – PRODUCTS AND PRICE DISPLAY

THE ESSENTIAL CHARACTERISTICS AS WELL AS THE PRICES OF THE PRODUCTS, ARE THOSE INDICATED IN STORE IN FRANCE. THE PRICE OF PRODUCTS IS GIVEN IN EUROS, INCLUSIVE OF ALL TAXES (TTC), INCLUDING VALUE-ADDED TAX AT THE CURRENT STATUTORY RATE. CELINE RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF PRODUCTS ORDERED, AND/OR REFUSE ANY TRANSACTION THAT IS ABNORMAL OR PLACED IN BAD FAITH, AS THIS WOULD CONSTITUTE A LEGITIMATE REASON WITHIN THE MEANING OF ARTICLE L.121-11 OF THE CONSUMER CODE. CELINE PRODUCTS ARE NOT INTENDED FOR RESALE.

4 – PRODUCT ORDERS

ORDERS SHALL BE TAKEN IN FRENCH OR IN ENGLISH BY THE STORE STAFF.

THE CGCS SHALL BE SENT TO YOU WITH A SUMMARY OF YOUR ORDER BEFORE ITS PAYMENT (HEREINAFTER REFERRED TO AS THE "ORDER FORM"). YOU WILL BE ASKED TO ACKNOWLEDGE THE CGCS BEFORE FINALISING YOUR ORDER AND PROCEEDING TO PAYMENT.

ANY PAYMENT OF AN ORDER REPRESENTS ACCEPTANCE OF THE ORDER FORM, THE CGCS AND THE CONFIDENTIALITY AND PERSONAL DATA PROTECTION POLICY ACCESSIBLE ON CELINE'S WEBSITE (WWW.CELINE.COM).

5 – PAYMENT CONDITIONS

BY PLACING AN ORDER, YOU AGREE TO PAY THE TOTAL AMOUNT OF THE ORDER BEFORE ITS DELIVERY. THE PAYMENT MAY BE MADE BY BANK TRANSFER, BY BANK CARD (VISA, EUROCARD/MASTERCARD, AMEX, CUP, JCB AND DCC), BY WECHAT PAY OR BY ALIPAY. PAYMENT BY BANK CHEQUE IS NOT PERMITTED. IN THE EVENT THAT, FOR ANY REASON WHATSOEVER (REJECTION, REFUSAL BY THE COST CENTRE, ETC.), THE TRANSFER OF THE MONIES OWED PROVES IMPOSSIBLE, THE PURCHASING PROCESS WILL BE CANCELLED.

6 – DELIVERY

6.1 CHARACTERISTICS OF SHIPPING METHODS

AT THE TIME OF THE ORDER YOU CAN OPT FOR A DELIVERY:

IN STORE. IN THIS CASE, THE PRODUCTS ORDERED WILL BE DELIVERED TO THE STORE INDICATED ON THE ORDER FORM. IMMEDIATELY FOLLOWING RECEIPT OF THE PRODUCTS ORDERED, CELINE WILL CONTACT YOU IN ORDER TO INFORM YOU OF THEIR AVAILABILITY AT THE STORE. WHEN YOU COME TO COLLECT THE PRODUCT, YOU MAY BE ASKED TO PRODUCE A VALID IDENTITY DOCUMENT.

BY UPS TO THE ADDRESS STATED ON THE ORDER FORM. IN THIS CASE, THE SHIPPING COSTS WILL BE PAID BY CELINE.

IN ANY CASE, IF THE DELIVERY TIME IS NOT STATED ON THE ORDER FORM, THE DELIVERY SHALL TAKE PLACE NO LATER THAN THIRTY (30) DAYS AFTER PAYMENT OF THE ORDER SUBJECT TO COMPLIANCE WITH THE PAYMENT CONDITIONS STIPULATED IN ARTICLE 5 OF THESE CGCS.

NO DELIVERY SHALL BE MADE BY CELINE IF THE PRICE HAS NOT BEEN PAID IN FULL. PRODUCTS MAY ONLY BE DELIVERED IN MAINLAND FRANCE (THIS TERM BEING UNDERSTOOD AS INCLUDING CORSICA) AND TO THE SHIPPING ADDRESS YOU STATED AT THE TIME OF THE ORDER.

FOR SECURITY REASONS IN PARTICULAR, NO SHIPMENTS MAY BE MADE TO TRANSIT AGENCIES, UNIVERSITY CAMPUSES, RELAY POINTS OR COLLECTION BOXES.

6.2 DEFECTS, FAULTS, DAMAGED PACKAGE

PLEASE CHECK THE APPARENT CONDITION OF THE PACKAGE AND PRODUCTS UPON DELIVERY. IN THE CASE OF DEFECTS IN THE PACKAGING (DAMAGED PACKAGE, OPEN PACKAGE, TRACES OF LIQUID, ETC.) OR ON THE PRODUCT(S) ORDERED (MISSING PRODUCT(S), DAMAGED PRODUCT(S)), YOU MUST FOLLOW THE PROCEDURES DESCRIBED BELOW WHICH CORRESPOND TO THE ORDER CONDITIONS. YOU WILL THEN BE CONTACTED BY CELINE AS SOON AS POSSIBLE TO DISCUSS YOUR REFUSED DELIVERY. IF THE SHIPPING RELATED DEFECT IS CONFIRMED BY CELINE, THE ORDER WILL BE CANCELLED AND YOU WILL BE REFUNDED THE COST OF THE PRODUCTS IN THE PARCEL AS WELL AS SHIPPING COSTS. YOU MAY ALSO CALL CELINE FOR INFORMATION ON HOW TO RETURN THE DAMAGED PRODUCT(S). YOU MUST THEN FOLLOW THE PROCEDURE INDICATED BY CELINE TO RETURN THE DAMAGED PRODUCT(S).

DELIVERY IN STORE

IF AT THE TIME OF COLLECTING THE PACKAGE OR PARCEL YOU NOTICE A DEFECT (DAMAGE, OPENING, TRACE OF LIQUID, ETC.), YOU CAN REFUSE RECEIPT. IN THIS CASE, CELINE SHALL RETAIN THE PACKAGE OR PARCEL, GIVE NOTICE OF THE DEFECT AND REIMBURSE THE AMOUNT YOU HAVE PAID.

DELIVERY BY UPS

WITHIN A MAXIMUM OF FOURTEEN (14) DAYS OF RECEIVING YOUR ORDER, YOU MUST ALERT THE STORE WITH WHICH THE ORDER WAS PLACED IF THE PACKAGE HAS BEEN DAMAGED OR IF THE PRODUCT IS MISSING OR DAMAGED UPON OPENING IT. THE STORE MAY REQUEST INFORMATION CONCERNING YOUR IDENTITY AND PERFORM ANY CHECKS NECESSARY FOR SUCH PURPOSE. THE STORE WILL THEN EXPLAIN TO YOU THE PROCESS FOR RETURNING DAMAGED PRODUCTS WHICH MUST BE FOLLOWED.

7 – RIGHT TO WITHDRAW AND RETURN PRODUCTS

PURSUANT TO THE PROVISIONS OF ARTICLE L. 221-18 OF THE CONSUMER CODE, YOU HAVE A RIGHT OF WITHDRAWAL WHICH YOU MAY EXERCISE, WITHOUT HAVING TO JUSTIFY YOUR DECISION, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE PRODUCT CONCERNED. IF YOU HAVE ORDERED SEVERAL PRODUCTS DURING ONE ORDER, OR THE PRODUCTS HAVE BEEN DELIVERED IN SEVERAL STAGES, THE WITHDRAWAL PERIOD WILL NOT BEGIN UNTIL YOU HAVE PHYSICALLY TAKEN POSSESSION OF THE LAST PRODUCT OR THE LAST PART OF THE DELIVERY.

PURSUANT TO ARTICLE L. 221-28 OF THE CONSUMER CODE, THE RIGHT OF WITHDRAWAL MAY NOT BE EXERCISED FOR ORDERS RELATING TO:
THE PROVISION OF PACKAGED GOODS BASED ON YOUR SPECIFICATIONS OR CLEARLY PERSONALISED GOODS;
THE PROVISION OF GOODS SEALED FOR REASONS RELATED TO THE PROTECTION OF HEALTH AND HYGIENE AND WHICH HAVE BEEN UNSEALED AFTER DELIVERY.
OTHERWISE, YOU MAY NOT EXERCISE YOUR RIGHT OF WITHDRAWAL.

TO PROVIDE NOTIFICATION OF YOUR WITHDRAWAL DECISION, YOU MAY USE THE WITHDRAWAL FORM AT THE BOTTOM OF THE CGCS, OR ANY OTHER CLEARLY WORDED STATEMENT. THIS REQUEST MAY BE SENT TO THE STORE BY SENDING A LETTER TO THE STORE ADDRESS, OR BY SENDING AN EMAIL TO THE STORE EMAIL ADDRESS OR BY TELEPHONING THE STORE WITH WHICH THE ORDER WAS PLACED AND WHOSE NUMBER IS ON THE ORDER FORM (PRICE OF LOCAL CALL IN FRANCE). YOU WILL IMMEDIATELY RECEIVE ACKNOWLEDGEMENT OF RECEIPT OF YOUR WITHDRAWAL REQUEST WHICH WILL BE EMAILED TO YOU.

TO RETURN THE PRODUCTS, YOU WILL THEN HAVE THE CHOICE BETWEEN:

RETURNING THE PRODUCT TO THE STORE, THE ADDRESS OF WHICH IS INDICATED ON THE ORDER FORM. THIS MUST BE ACCOMPANIED BY A COPY OF THE INVOICE AND THE CREDIT CARD USED FOR THE PURCHASE, WHERE APPLICABLE, MUST BE PRESENTED.

USING THE COLLECTION SERVICE PROVIDED FOR FREE, FROM THE PLACE OF YOUR CHOICE (MAINLAND FRANCE). FOR THIS PURPOSE, YOU MUST CONTACT THE STORE WHOSE PHONE NUMBER HAS BEEN SPECIFIED ON YOUR ORDER FORM TO AGREE ON AN APPOINTMENT (DATE) FOR THE COLLECTION OF THE PRODUCT(S) BY CELINE. COLLECTION IN THIS MANNER MUST BE MADE WITHIN FOURTEEN (14) DAYS FOLLOWING THE ANNOUNCEMENT OF YOUR DECISION TO WITHDRAW.

RETURNING THE PRODUCT BY POST. IN THIS CASE, WITHIN FOURTEEN (14) DAYS OF NOTIFICATION OF YOUR WITHDRAWAL DECISION, YOU MUST RETURN THE PRODUCT CONCERNED TO THE STORE ADDRESS ON THE ORDER FORM. YOU SHALL BEAR THE COSTS AND RISKS OF RETURNING THE PRODUCT. YOU SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF THE RETURN, WHICH MEANS THAT THE PRODUCT MUST BE RETURNED BY REGISTERED POST, OR BY ANY OTHER METHOD GUARANTEEING A SPECIFIC DATE.

THE REFUND SHALL TAKE PLACE NO LATER THAN FOURTEEN (14) DAYS FOLLOWING THE DATE ON WHICH YOU NOTIFIED THE STORE OF YOUR WITHDRAWAL (OR, IF YOU CHOOSE TO RETURN THE PRODUCT BY POST, WITHIN FOURTEEN (14) DAYS FOLLOWING RECEIPT OF THE RETURNED PRODUCTS BY THE STORE OR FOLLOWING THE DATE ON WHICH YOU PROVIDED PROOF OF SHIPMENT OF THE PRODUCTS, THE DATE USED BEING THE DATE OF THE FIRST SUCH OCCURRENCE).

MONIES PAID FOR THE RETURNED PRODUCT(S) SHALL BE REFUNDED IN THE SAME WAY THAT THE PRODUCTS WERE PAID FOR, BY CREDITING YOUR BANK ACCOUNT WHICH CORRESPONDS TO THE BANK CARD USED IN PAYMENT OR BY BANK TRANSFER TO YOUR BANK ACCOUNT. PURSUANT TO ARTICLE L. 221-24 OF THE CONSUMER CODE, ADDITIONAL COSTS WHICH YOU MAY POTENTIALLY HAVE PAID IN RELATION TO THE CHOICE OF A SPECIFIC SHIPPING METHOD SHALL NOT BE REFUNDED TO YOU.

YOU MUST RETURN THE DELIVERED PRODUCTS COMPLETE AND IN THEIR ORIGINAL PACKAGING (BOXES, ACCESSORIES, PROTECTIVE ELEMENTS, LABELS, BOOKLETS, ETC.). RETURNED PRODUCTS WHICH ARE INCOMPLETE, SPOILED, DAMAGED, DEGRADED, SOILED OR IN ANY OTHER STATE WHICH WOULD REASONABLY SUGGEST THAT THEY HAVE BEEN USED OR WORN, SHALL BE NEITHER REFUNDED NOR EXCHANGED. THEREFORE, SHOE SOLES MUST BE INTACT AND IT IS HIGHLY RECOMMENDED TO TRY ON CELINE SHOES ON A CARPET OR RUG TYPE SURFACE.

8 - EXCHANGES

IN ADDITION TO THE RIGHT OF WITHDRAWAL OUTLINED ABOVE, CELINE WOULD LIKE TO OFFER YOU THE OPTION OF EXCHANGING PRODUCTS, WITH THE EXCEPTION OF THOSE PACKAGED BASED ON YOUR SPECIFICATIONS OR WHICH ARE CLEARLY PERSONALISED, UNDER THE CONDITIONS DESCRIBED BELOW.

WITHIN THIRTY (30) DAYS FOLLOWING THE SHIPPING DATE, YOU MAY, AT YOUR DISCRETION:

EXCHANGE THE PRODUCT REMOTELY. IN THIS CASE, YOU MAY CALL THE STORE INDICATED ON THE ORDER FORM AND EITHER

(I) AGREE FOR CELINE TO COLLECT THE PRODUCTS AT THE PLACE OF YOUR CHOICE (IN MAINLAND FRANCE ONLY),

(II) RETURN THE PRODUCT BY POST. IN THIS CASE, WITHIN FOURTEEN (14) DAYS OF NOTIFICATION OF YOUR DECISION TO EXCHANGE THE PRODUCT, YOU MUST RETURN THE PRODUCT CONCERNED TO THE STORE ADDRESS ON THE ORDER FORM. YOU SHALL BEAR THE COSTS AND RISKS OF RETURNING THE PRODUCT. YOU SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF THE RETURN, WHICH MEANS THAT THE PRODUCT MUST BE RETURNED BY REGISTERED POST, OR BY ANY OTHER METHOD GUARANTEEING A SPECIFIC DATE. ANY NEW SHIPMENTS MAY ONLY BE MADE AFTER CELINE HAS RECEIVED YOUR RETURNED PRODUCTS.

GO TO ONE OF THE STORES OPERATED BY CELINE IN EUROPE, EXCLUDING DEPARTMENT STORES OR AIRPORTS, WITH THE DELIVERED ARTICLES IN THEIR ORIGINAL PACKAGING, COMPLETE (BOXES, ACCESSORIES, PROTECTIVE ELEMENTS, LABELS, BOOKLETS, ETC.) AND ACCOMPANIED BY A COPY OF THE INVOICE AND CREDIT CARD USED TO MAKE THE PURCHASE (OR THE PAYMENT CONFIRMATION EMAIL) IN ORDER TO MAKE THE EXCHANGE.

THE EXCHANGE MADE IN STORE CAN ONLY BE FOR AN ARTICLE OF THE SAME PRICE OR HIGHER.

THE STORE MAKING THE EXCHANGE MUST HAVE THE SAME CATEGORY OF PRODUCTS AS THE PRODUCT TO BE EXCHANGED. FOR EXAMPLE, READY-TO-WEAR WOMEN'S PRODUCTS MAY ONLY BE EXCHANGED IN A STORE WHICH HAS READY-TO-WEAR WOMEN'S CLOTHING.

IF YOUR ORDER HAS BEEN PLACED WITH AN OUTLET STORE, THE STORE MAKING THE EXCHANGE SHALL BE AN OUTLET STORE.

RETURNED PRODUCTS WHICH ARE INCOMPLETE, SPOILED, DAMAGED, DEGRADED, SOILED OR IN ANY OTHER STATE WHICH WOULD REASONABLY SUGGEST THAT THEY HAVE BEEN USED OR WORN, SHALL NOT BE EXCHANGED. THESE PRODUCTS SHALL BE RETURNED TO YOU BY POST IN CASE OF A REMOTE EXCHANGE AND THE EXCHANGE WILL BE DECLINED IF MADE IN STORE. THEREFORE, SHOE SOLES MUST BE INTACT AND IT IS HIGHLY RECOMMENDED TO TRY ON CELINE SHOES ON A CARPET OR RUG TYPE SURFACE.

THE PRODUCT EXCHANGE SHALL ENTAIL THE CANCELLATION OF THE INITIAL SALE. THE PAYMENT OF THE NEW SALE WILL BE MADE BY OFFSETTING THE AMOUNT OF THE PREVIOUS SALE.

IN THE CASE OF A GIFT, THE RIGHT OF EXCHANGE MAY ONLY BE EXERCISED BY THE GIFT RECIPIENT BUT NO REFUNDS MAY BE MADE TO THE GIFT RECIPIENT AND WHERE THE PRODUCT IS EXCHANGED FOR A HIGHER PRICED ARTICLE, THE PRICE DIFFERENCE WILL BE PAID BY SUCH RECIPIENT.

IN CASE OF A PRODUCT EXCHANGE VIA CUSTOMER SERVICE, THE NEW SALE SHALL BE SUBJECT TO THESE CGCS.

AS PART OF THE COMMERCIAL EXCHANGES POLICY PROPOSED UNDER THIS ARTICLE, CELINE RESERVES THE RIGHT TO REFUSE AN EXCHANGE BEYOND TWO (2) SUCCESSIVE REQUESTS.

9 - LEGAL WARRANTIES

CELINE PRODUCTS ARE COVERED BY:

- THE LEGAL WARRANTY OF CONFORMITY SPECIFIED IN ARTICLES L.211-4, L.211-5, L.211.7 AND L.211-12 OF THE CONSUMER CODE. AS SUCH, IF THE PRODUCT DOES NOT COMPLY WITH OR IS UNSUITABLE FOR ITS INTENDED USE, YOU WILL HAVE TWO YEARS FROM DELIVERY OF THE SAID PRODUCT TO INVOKE THIS WARRANTY AND HAVE IT EITHER REPAIRED OR REPLACED, AT YOUR DISCRETION (SUBJECT TO THE COST CONDITIONS SPECIFIED IN ARTICLE L.211-9 OF THE CONSUMER CODE), OR IF THIS IS NOT POSSIBLE OBTAIN A REFUND. IT SHOULD BE NOTED THAT THIS LACK OF CONFORMITY MUST EXIST ON THE DATE OF ACCEPTANCE OF THE PRODUCT AND YOU ARE EXEMPT FROM PROVIDING EVIDENCE OF ITS EXISTENCE FOR SIX MONTHS FOLLOWING THE DELIVERY OF THE PRODUCT. THIS SIX-MONTH PERIOD INCREASES TO TWENTY-FOUR MONTHS AS OF 18 MARCH 2016.

- THE WARRANTY AGAINST HIDDEN DEFECTS UNDER ARTICLES 1641 AND 1648 OF THE CIVIL CODE. CONSEQUENTLY, IF THE PRODUCT IS UNFIT FOR ITS INTENDED USE OR THIS USE IS LIMITED TO SUCH AN EXTENT THAT YOU WOULD NOT HAVE PURCHASED THE PRODUCT HAD YOU BEEN AWARE OF THIS DUE TO HIDDEN DEFECTS PRIOR TO PURCHASE, YOU WILL HAVE TWO YEARS FOLLOWING DISCOVERY OF THE DEFECT TO ACT ON THE BASIS OF THE WARRANTY AGAINST HIDDEN DEFECTS. IF THE HIDDEN DEFECT IS PROVEN, YOU HAVE THE CHOICE OF OBTAINING A REFUND OF THE PRICE PAID FOR THE PRODUCT, OR OBTAINING A PRICE REDUCTION, PURSUANT TO ARTICLE 1644 OF THE CIVIL CODE.

REMINDER OF ARTICLES L.211-4, L.211-5 AND L.211-12 OF THE CONSUMER CODE AND ARTICLES 1641 AND 1648, FIRST PARAGRAPH, OF THE CIVIL CODE:

"ARTICLE L.211-4 OF THE CONSUMER CODE: THE SELLER MUST DELIVER GOODS IN COMPLIANCE WITH THE CONTRACT AND IS LIABLE FOR ANY DEFECTS OF CONFORMITY THAT EXIST UPON DELIVERY. IT IS ALSO LIABLE FOR ANY LACK OF CONFORMITY RESULTING FROM THE PACKAGING, INSTRUCTIONS FOR ASSEMBLY, OR INSTALLATION WHEN THESE HAVE BEEN MADE ITS RESPONSIBILITY BY THE CONTRACT, OR HAVE BEEN PRODUCED UNDER ITS RESPONSIBILITY."

"ARTICLE L.211-5 OF THE CONSUMER CODE: TO COMPLY WITH THE CONTRACT, THE PRODUCT MUST:

1. BE SUITABLE FOR THE PURPOSE USUALLY EXPECTED OF A SIMILAR ITEM AND, WHERE APPLICABLE: MATCH THE DESCRIPTION GIVEN BY THE SELLER AND HAVE THE FEATURES INDICATED TO THE BUYER AS A SAMPLE OR MODEL; HAVE THE FEATURES THAT A BUYER MIGHT REASONABLY EXPECT GIVEN THE PUBLIC STATEMENTS MADE BY THE SELLER, THE PRODUCER OR BY ITS REPRESENTATIVE, PARTICULARLY IN ADVERTISING OR LABELLING;

2. OR HAVE THE FEATURES DEFINED BY MUTUAL AGREEMENT BY THE PARTIES OR BE SUITABLE FOR ANY PARTICULAR PURPOSE REQUIRED BY THE BUYER AND WHICH IT INDICATED TO THE SELLER AND WHICH THE LATTER ACCEPTED."

"ARTICLE L.211-12: ANY ACTION RESULTING FROM THE LACK OF CONFORMITY WILL CEASE TO APPLY TWO YEARS FOLLOWING DELIVERY OF THE GOODS."

"ARTICLE 1641 OF THE CIVIL CODE: THE SELLER IS BOUND BY A WARRANTY AGAINST HIDDEN DEFECTS IN THE SOLD ITEM THAT RENDER IT UNFIT FOR THE USE FOR WHICH IT WAS INTENDED, OR THAT HINDER THIS USE, SUCH THAT THE BUYER WOULD NOT HAVE BOUGHT IT, OR WOULD HAVE PAID A LOWER PRICE, HAD THESE BEEN KNOWN TO IT."

"ARTICLE 1648 (1) OF THE CIVIL CODE: ANY ACTION RESULTING FROM HIDDEN DEFECTS MUST BE BROUGHT BY THE BUYER WITHIN TWO YEARS FOLLOWING DISCOVERY OF THE DEFECT."

10 - RETENTION OF TITLE

THE PRODUCTS SHALL REMAIN THE PROPERTY OF CELINE UNTIL FULL AND EFFECTIVE PAYMENT OF THEIR PRICE.

11 - PERSONAL DATA

CELINE ATTACHES THE GREATEST IMPORTANCE AND THE GREATEST CARE TO THE PROTECTION OF YOUR PRIVACY AND YOUR PERSONAL DATA. YOU ARE INFORMED THAT, IN ACCORDANCE WITH DATA PROTECTION ACT NO. 78-17 OF 6 JANUARY 1978 AS AMENDED AND THE REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 CALLED "GENERAL DATA PROTECTION REGULATIONS" OR "GDPR", THE PERSONAL DATA THAT YOU PROVIDE TO CELINE ACTING AS DATA CONTROLLER WILL BE STORED AND PROCESSED BY CELINE FOR THE PURPOSES OF MANAGEMENT AND EXECUTION OF ORDERS, AS WELL AS ON THE BASIS OF THE LEGITIMATE INTEREST OF CELINE FOR THE MANAGEMENT OF THE CUSTOMER RELATIONSHIP. THE PERSONAL DATA PROVIDED WILL ALSO BE USED TO OFFER YOU PERSONALISED SERVICES AND MANAGE OUR COMMUNICATIONS WITH YOU IN ACCORDANCE WITH OUR CONFIDENTIALITY AND PERSONAL DATA PROTECTION POLICY ACCESSIBLE ON THE SITE WWW.CELINE.COM.

YOU HAVE THE RIGHT TO ACCESS YOUR PERSONAL DATA, AS WELL AS TO CORRECT OR DELETE ANY DATA THAT MIGHT BE INACCURATE. YOU CAN ALSO AT ANY TIME REVIEW YOUR PREFERENCES AS TO THE INFORMATION THAT YOU WANT TO RECEIVE FROM CELINE OR WITHDRAW YOUR CONSENT TO THE CUSTOMISATION OF CELINE SERVICES. YOU CAN EXERCISE YOUR RIGHTS:

- BY EMAIL SENT TO THE FOLLOWING ADDRESS: CLIENTSERVICE.EU@CELINE.COM;

- BY MAIL SENT TO THE FOLLOWING ADDRESS: CELINE, SERVICE CLIENT, 16 RUE VIVIENNE, 75002 PARIS.

YOU CAN ALSO CONTACT THE NATIONAL DATA PROTECTION COMMISSION (CNIL) (3 PLACE DE FONTENOY, TSA 80715, 75334 PARIS CEDEX 07, TELEPHONE: +33 1 53 73 22 22) WITH ANY COMPLAINTS, RELATING TO THE MANNER IN WHICH CELINE COLLECTS AND PROCESSES YOUR PERSONAL DATA OR, IF YOU RESIDE IN ANOTHER COUNTRY OF THE EUROPEAN UNION, THE COMPETENT SUPERVISORY AUTHORITY OF YOUR PLACE OF RESIDENCE OR THE PLACE WHERE YOU HAVE BEEN IN CONTACT WITH CELINE.

FINALLY, YOU HAVE THE OPTION TO REGISTER ON A TELEMARKETING NO-CALL LIST VIA THE SITE WWW.BLOCTEL.GOUV.FR OR BY MAIL BY WRITING TO: SOCIÉTÉ OPOSETEL, SERVICE BLOCTEL, 6 RUE NICOLAS SIRET, 10000 TROYES. TO LEARN MORE ABOUT CELINE'S PRACTICES RELATING TO THE PROTECTION OF YOUR PERSONAL DATA, YOU CAN CONTACT THE DATA PROTECTION OFFICER BY EMAIL AT THE FOLLOWING ADDRESS: DATAPROTECTION@CELINE.FR

12 - CLAIMS - INFORMATION

FOR ANY FURTHER INFORMATION, CLAIMS, ASSERTION OF LEGAL WARRANTIES OR QUESTIONS RELATING TO THE CONDITIONS OF SALE OF YOUR CELINE PRODUCTS OR CELINE PRODUCTS THEMSELVES, YOU MAY WRITE TO THE STORE WHOSE TELEPHONE AND EMAIL CONTACT DETAILS ARE FOUND ON THE ORDER FORM.

13 - FORCE MAJEURE

THE EXECUTION BY CELINE OF ALL OR PART OF ITS OBLIGATIONS WILL BE SUSPENDED UPON THE OCCURRENCE OF A FORTUITOUS OR FORCE MAJEURE EVENT WHICH IMPEDES OR DELAYS THEIR EXECUTION.

14 - APPLICABLE LAW - LANGUAGE - DISPUTES

OUR CGCS ARE GOVERNED BY AND SUBJECT TO FRENCH LAW, WITHOUT PREJUDICE TO THE APPLICATION OF OTHER MANDATORY CONDITIONS OF OTHER MEMBERS STATES OF THE EUROPEAN UNION, WHERE APPLICABLE.

IN ACCORDANCE WITH ORDER NO. 2015-1033 OF 20 AUGUST 2015 AND IMPLEMENTING DECREE NO. 2015-1382 OF 30 OCTOBER 2015, ANY CONSUMER DISPUTE OR LITIGATION, SUBJECT TO ARTICLE L.152-2 OF THE CONSUMER CODE, MAY BE THE SUBJECT OF AN AMICABLE SETTLEMENT BY MEDIATION WITH THE CMAP - MEDIATION AND ARBITRATION CENTRE IN PARIS. TO SUBMIT YOUR DISPUTE TO THE MEDIATOR, YOU CAN (I) FILL OUT THE FORM ON THE WEBSITE OF THE CMAP: WWW.CMAP.FR "YOU ARE: A CONSUMER" TAB, (II) SEND YOUR REQUEST BY REGULAR OR REGISTERED MAIL TO THE CMAP MÉDIATION CONSOMMATION, 39 AVENUE FRANKLIN D. ROOSEVELT, 75008 PARIS, OR (III) SEND AN EMAIL TO CONSOMMATION@CMAP.FR. WHATEVER THE MEANS USED TO CONTACT THE CMAP, YOUR APPLICATION MUST CONTAIN THE FOLLOWING ELEMENTS TO BE DEALT WITH QUICKLY: YOUR POSTAL, EMAIL AND TELEPHONE CONTACT INFORMATION, AS WELL AS THE FULL NAME AND ADDRESS OF CELINE, A SHORT PRESENTATION OF THE FACTS AND THE EVIDENCE OF PREVIOUS STEPS TAKEN WITH CELINE. AT

EUROPEAN LEVEL, THE EUROPEAN COMMISSION ALSO PROVIDES YOU WITH A PLATFORM FOR ONLINE DISPUTE RESOLUTION: [HTTP://EC.EUROPA.EU/CONSUMERS/ODR/](http://ec.europa.eu/consumers/odr/). IF YOU DO NOT WISH FOR THIS, SUCH DISPUTES SHALL BE SUBMITTED TO THE COURTS OF YOUR PLACE OF RESIDENCE IN THE EUROPEAN UNION OR TO THE FRENCH COURTS.

WITHDRAWAL FORM

(PLEASE COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO WITHDRAW FROM THE AGREEMENT.)

- FOR THE ATTENTION OF CELINE AT THE ADDRESS (TO BE SENT TO THE ADDRESS OF THE STORE WITH WHICH THE ORDER WAS PLACED): _____

- I/WE [*] HEREBY NOTIFY YOU [*] THAT I/WE [*] WITHDRAW FROM THE AGREEMENT CONCERNING THE SALE OF THE ARTICLE BELOW-
ARTICLE ___ [REFERENCE] _____

- ORDERED ON [*]/RECEIVED ON [*]: _____

- NAME OF THE CONSUMER(S) _____

- ADDRESS OF THE CONSUMER(S) _____

- SIGNATURE OF THE CONSUMER(S) (ONLY WHERE THIS FORM IS NOTIFIED IN PAPER FORMAT) _____

- DATE _____

[*] DELETE AS APPROPRIATE.