

Terms and conditions of sale website www.pontdesartsparis.fr

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Introduction Terms and conditions of sale

Access to www.pontdesartsparis.fr (hereinafter referred to as "the PDA website"), navigation within and use of its contents by internet users is governed by the terms and conditions described hereafter.

The terms and conditions of sale (hereinafter referred to as "TCS") of the PDA website refer at times to the site's legal notice agreement, to the terms and conditions of use (hereinafter referred to as "TCU") and to our data privacy policy, all of which can be consulted via the following links [Legal notice, terms & conditions of use](#) and [Privacy policy, cookies and personal data](#). Such references provide additional information for the purposes of constituting a distance selling agreement and all other specifically related issues.

This document is a translation of the French Terms and Conditions of Sale ("*Conditions générales de vente*"). In the event of any legal dispute, the original French text shall prevail.

Any order placed on the PDA website, owned by BGSi, the site publisher, implies acceptance of these TCS, the purpose of which is to define the rights and obligations arising therefrom.

BGSi hereby reserves the right to amend these TCS at any given moment, each new version being dated and referenced. However, the TCS applicable to customer orders are those in force at the moment that the order is placed on the site. Customers may therefore print or download the relevant TCS when placing their order.

Details of all orders are stored on a durable medium for a period of at least three years. Details of all orders placed exceeding a total amount of 120 euros can be communicated to you on request.

You are hereby informed that when ordering products online, your agreement regarding the content of these terms and conditions of sale does not require a handwritten signature.

Such agreement is indeed expressed by ticking the box next to the sentence: "I have read and I accept the terms and conditions of sale" on the site when placing your order.

Liability

All products sold via the PDA website are compliant with French legislation and with applicable codes of good practice. Although the exact composition of our fragrances is naturally treated as strictly confidential, a regulatory file for each of them is transmitted to the control authorities and each batch produced is the object of stringent tracking procedures. Very slight variations, resulting from the natural extraction of numerous ingredients may be observed, but with no perceivable alteration of the different perfume notes. Any eventual changes to the formulation of a fragrance may only be made under the strict control of the fragrance creator in person.

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Photographs of our products are provided for illustrative purposes only and are not contractually binding. Visitors to the site may however, on the “Product Details” page, find full details of the different sizes, the olfactory notes and the main ingredients of each perfume selected.

BGSi, editor of the PDA website, hereby reserves the right to modify at any time and without prior notice the textual content, images, photographs on all or part of the site and furthermore implements measures to ensure the accuracy and validity of the information provided online, including any information provided by its service providers and partners.

BGSi may not be held liable for alterations or damage caused as a result of malicious third-party computer intrusions.

Personal data, privacy policy, cookies, right of opposition

Full details of data collected, the purpose of collection and the use of such data, along with details of cookies used and how they are used are provided in a specific chapter pertaining to our privacy policy, accessible via the following link: [Privacy policy, cookies and personal data](#)

Internet users are thereby informed of the optional or mandatory nature of the information requested in connection with their browsing on the site, the processing of their order or their commercial relationship with the brand.

Apart from cookies, which may only be stored on the site visitor’s device with his/her consent, internet users are free to browse all publicly-accessible pages of the site.

When placing an order, the following data will be requested and stored (customers must therefore ensure that the data provided is complete and valid): first name, surname, company name (if applicable), country, delivery and / or billing address, post code, town/city, landline and / or mobile telephone number, e-mail address, additional order information such as delivery instructions (optional).

Users may also open a personal account, free-of-charge, for which the same data will be requested and stored, along with a login username and a password, which they must retain in order to access the order panel without having to re-enter all the data previously provided.

Other data stored pertains to the history of products purchased by customers, their responses to invitations or special offers, and their subscription status vis-à-vis the Pont des Arts newsletter.

The data collected is neither sold, nor transmitted to, nor exchanged with any third parties whatsoever. The data is also never transferred to any other location inside or outside the European Union.

No customer banking details are retained or stored by BGSi.

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In order to ensure maximum online safety and security, no bank-related data is requested by e-mail or by any other means of communication outside the secure payment platform managed by our trusted provider.

Certain data may necessarily be communicated to third party providers who contribute to the fulfillment, processing and / or payment of orders, and who have undertaken to abide by the same rules of confidentiality.

In accordance with the French Data Protection Act of January 6, 1978, all internet users reserve the right to oppose, access and rectify data concerning them. This right of opposition, access and rectification may be exercised by means of a letter sent to BGSi's head office or by means of an e-mail sent to contact@pontdesartsparis.fr.

Customers may also, at any given moment and by the same means of communication stipulated above, inform BGSi of their wish to close their account on the PDA website.

Customers may also, by means of an "unsubscribe" function embedded in the newsletter or in promotional e-mails received from Pont des Arts, choose to no longer receive news updates from the brand. They may also opt out from receiving postal correspondence from Pont des Arts by sending a letter to BGSi's head office or an e-mail to contact@pontdesartsparis.fr.

Customers may also, by means of an "unsubscribe/opt-out/stop" function, indicate that they no longer wish to receive electronic messages from Pont des Arts via their mobile phone.

Customers may also withdraw their consent to the use of a specific data item collected by the PDA website by means of an e-mail sent to contact@pontdesartsparis.fr.

In the event of a telephone canvassing campaign, BGSi hereby agrees, unless formally instructed otherwise by a customer, to comply with the stipulations of Bloctel, the state-run cold call prevention service: www.bloctel.gouv.fr

Article 1 – The parties

The purpose of these terms and conditions of sale is to provide a legislative framework for the commercial relations between BGSi, the publisher of this website, and you, the customer, a private individual and end consumer who has no intention of re-selling the products purchased in any form whatsoever.

Relations between BGSi and other business partners are thus covered by other forms of contractual agreement.

<https://www.pontdesartsparis.fr> is the website of BGSi, a company listed in the trade register of the city of Nanterre under the number 493 199 038 and whose head office is located at 5, avenue du Général-Leclerc, 92210 Saint-Cloud France. A clickable "contact" button on the site provides the means of sending a message or request to the company via contact@pontdesartsparis.fr.

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As a private consumer, you hereby acknowledge that you are legally entitled to enter into a personal commitment with regard to these terms and conditions.

Article 2 – Product offer

Products for sale are those presented on the PDA website at the time of your visit to the site, subject to availability.

Article 2.1 – Product availability

Precise information about product availability is provided when an order is placed.

Should a product become unavailable after you have placed and confirmed your order, you will be informed of this fact by e-mail as soon as it has been brought to our attention.

In the event that we have been unable to fulfil your order within thirty (30) days from the date of payment, your order may be cancelled and refunded, the full amount being credited to the bank account used for payment.

Article 2.2 – Product price

All stated prices are in euros and are tax inclusive. The rate of VAT and any other applicable tax is that in force on the day that an order is placed. The amount of any eventual delivery charges will be stated before you confirm your order.

BGSi reserves the right to change its prices at any moment; however, products will always be invoiced at the price stated at the moment the order is confirmed.

Article 3 – Order process

Users may freely browse the different pages of the site, with no obligation whatsoever to make a purchase. Nevertheless, all users remain bound by the terms and conditions of use and the privacy and cookie policy that they acknowledge to have read, understood and accepted without limitation or reserve and which remain accessible at all times via the following links: [Legal notice, terms & conditions of use](#) and [Privacy policy, cookies and personal data](#)

Article 3.1 – Placing an order

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Once your login credentials have been validated, or the required data filled in completely, you may place an order by selecting one or more products and adding them to your shopping bag.

The status of your shopping bag can be checked at any moment by clicking on the "shopping bag" or "Item" button.

When consulting the status of your shopping bag, you can read the summary of your order and add or subtract products or quantities.

To place your order, click on the "checkout" button.

Before confirming your order, you must check that all information that you have provided is correct, paying particular attention to the delivery address provided.

You must then tick the box next to "I have read and accept to the terms and conditions of sale" before clicking on the "place order" button in order to confirm your order and be redirected to the payment page.

BGSi shall not be held liable for any data input errors and any consequences that may result from such errors, (e.g. late delivery owing to the customer providing the wrong address). In such cases, all expenses incurred in resending the order shall be invoiced to, and payable by, the customer.

Article 3.2 – Payment

Orders can be paid for by Visa card, Carte Bleue or Master Card. Personal data and credit card transactions are secured by the platform of our payment provider, E Transactions by Crédit Agricole, a payment operator using the trusted 3D Secure solution.

Thus, once customers have formally confirmed that they have read and agreed to the terms and conditions of sale, they will be redirected to the payment page and asked to provide details of the type of card being used, the card number, the date of expiry and the three-digit security code printed on the back of the card.

The details and identifiers of the bank cards used are encrypted with the SSL (Secure Socket Layer) protocol and are never transmitted unencrypted over the network. Payment is processed directly between our bank and the customer's bank. In the event of refusal of the transaction by one or other bank, the order will be automatically cancelled and no payment made.

Article 3.3 – Confirmation

For all successfully completed orders, customers will be sent a confirmation email including the following information: seller's identity and contact details, order reference, summary of the order contents and details of the products ordered, delivery method, confirmation of the

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delivery address, detailed amount and VAT-inclusive total of the order, including processing and delivery charges, confirmation of the means of payment used, consumer rights and conditions of warranty.

BGSi reserves the right to cancel or ignore all orders that do not meet the following criteria:

- Perfume samples: one pack of three samples per customer account, with a maximum of one order per month.
- Perfume bottles: five products maximum per order, with a maximum of one order per month.

Article 4 – Delivery

Article 4.1 – Product delivery options

BGSi currently delivers solely to mainland European Union (*), Monaco, Andorra and Switzerland.

(*) : Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Metropolitan France and Corsica, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Republic Czech Republic, Romania, Slovakia, Slovenia, Sweden, United Kingdom

For details of deliveries to other destinations, please contact us directly via contact@pontdesartsparis.fr in order to examine the feasibility and conditions of delivery.

Products will be delivered to the address that you have provided on the order form by "La Poste", the French national postal service, by standard delivery with signed proof of receipt (i.e. "Colissimo domicile avec signature") or by "Chronopost 13" express delivery, or by other contracted carriers.

Orders are processed on working days only, i.e. Monday to Friday, excluding public holidays. Therefore, orders placed on a Saturday or Sunday will be processed the following Monday.

Similarly, deliveries cannot be made on non-working days or in cases of force majeure (see below).

An expected delivery date will be communicated to you on confirmation of your order.

- Generally speaking, the lead time for processing and transmitting orders is one (1) working day.
- Average delivery lead times for standard postal delivery, with or without signed proof of receipt, are between three (3) and five (5) working days.
- The average delivery lead time for "Chronopost 13" express delivery is forty-eight (48)

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hours.

By opting for "Chronopost 13" express delivery, customers can enter their e-mail address and/or mobile phone number (landlines not accepted) in the order panel on the PDA website, and benefit from the "Predict" tracking service provided by Chronopost, enabling them to:

- receive an SMS text alert informing them that their order has been picked up by the carrier;
- get a clear picture of the date and time slot for delivery;
- change the proposed date/time of delivery by posting a return message on Chronopost.fr;
- reschedule delivery to the same address within a maximum period of six (6) working days (including Saturdays);
- request delivery to a nearby Chronopost drop-off point (post office or Chronopost agency).

A nominal fixed fee of nine (9) euros will be charged for the delivery of perfume samples. Standard delivery of samples will be made by "La Poste", the French national postal service. **This nominal fee will be refunded in full on any subsequent order** from the Pont des Arts perfume range, whatever the fragrance or bottle size, by entering the special code sent to customers by e-mail when their samples are dispatched.

Processing and delivery of perfume bottles is provided free-of-charge. Delivery is made by "Chronopost 13" for mainland France and Monaco and by "Colissimo with signed proof of receipt" for other European Union countries, Corsica, Andorra and Switzerland. Note: the shipment by Chronopost 13 will not be used during the summer period (July-August) and will be replaced by shipments by "Colissimo with signed proof of receipt" whatever the destination.

On delivery, check the apparent condition of the products in the **presence of the carrier's agent**. If you notice or suspect that something is wrong: e.g. damage, missing product compared to the delivery note, damaged packaging, broken product, etc., you should perform the following actions:

- unpack the packaging in the presence of the carrier's agent;
- make a written note of your observations and ask the carrier's agent to countersign the document. Only comments made by the recipient on delivery constitute proof of the existence and extent of the damage. Therefore, take care to be as precise and complete in your written comments;
- inform **BGSi** by registered letter with recorded delivery within three (3) working days of delivery.

For the slightest problem on receipt of delivery, it is essential that you keep the items in the state in which they were delivered to you, packaging and outer packaging included.

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If the products need to be returned, send a written request by post to **BGSi**, Service Clients, 5, avenue du Général-Leclerc, 92210 Saint-Cloud France; a pre-paid return slip will then be sent to you by e-mail.

This written request should be accompanied, whenever possible, by a copy of any correspondence with the carrier (i.e. "La Poste" or the delivery firm) along with the written comments countersigned by the carrier's agent and thus constituting a "statement of damage".

Whatever the case, these precautions do not affect your statutory warranty rights, nor your right of withdrawal (see below).

Article 4.2 – Delivery issues

Article 4.2.1- Late delivery

Customers are kindly requested to inform **BGSi** of any delay in delivery of more than eight (8) working days beyond the estimated delivery date stated in their order confirmation (see 4.1) by means of an e-mail sent to contact@pontdesartsparis.fr.

Article 4.2.2 – Order cancellation in the event of late delivery

Any delivery delay exceeding thirty (30) working days entitles customers to cancel their order by simple written request sent by e-mail to contact@pontdesartsparis.fr.

On receipt of your request, a full refund of the amount paid on placing the order will be made within fourteen (14) days.

The stipulations of this article shall not apply if the delivery delay is attributable to strike action by the carrier's employees, acts of God, fortuitous events, etc. that are totally beyond the control of **BGSi**.

Acts of God and fortuitous events that may render **BGSi** non-liable for late delivery shall include all unforeseeable and unavoidable events that are beyond the control of the different parties.

In such circumstances, it is preferable that the customer and **BGSi** come together in order to examine the impact of the event and to agree on the conditions under which the sales agreement can be honoured.

Article 5 – Right of withdrawal

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Under current French law, as an individual, private consumer, you have the right, up to fourteen (14) days from the date on which your goods are delivered to you, to return the goods to the seller, without the need to explain your reasons and without financial penalty.

You then have a further fourteen (14) days from the date that you notified the seller of your intention to withdraw your order to return the goods at your own expense.

Thus, by exercising your right of withdrawal within the time frame described above, the price of the products purchased and any other charges paid shall be refunded in full, the cost of returning the goods remaining at your expense and their safe return being your responsibility.

Goods must be returned **in full and in the state in which they were received, with the product packaging unopened and the cellophane wrapping intact**, accompanied by a copy of the order confirmation e-mail bearing your order number. Customers may also use the order withdrawal form available for download via this [link](#) which must then be filled in and returned to **BGSi** by e-mail at contact@pontdesartsparis.fr or by post to BGSi, Service Clients, 5, avenue du général-Leclerc, 92210 Saint-Cloud France.

The right of withdrawal is not possible when the products have been markedly customized or result from a special order according to the customer's own specifications, in accordance with Article L. 221-28, paragraph 3, of the French consumer protection code.

Article 6 – Product warranty

Products that are deemed to be faulty, damaged, unfit for purpose or non-compliant with the products originally ordered will be exchanged or refunded.

In this case, please provide a detailed written statement and return the unopened, unused product(s) to us after requesting a downloadable return slip by e-mail from contact@pontdesartsparis.fr.

BGSi will replace or refund the product(s) in question upon receipt and after close examination of the articles and the documentary evidence.

Postal charges incurred in returning faulty, damaged, unfit or non-compliant articles will be refunded at face value, subject to presentation of an official receipt.

The stipulations of this article do not preclude customers from the right of withdrawal described in article 5.

It is hereby reminded that French consumers, within the scope of the legal guarantee of conformity:

- may benefit from a period of two (2) years from the date of delivery before taking action;

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may opt for a replacement of all or part of an order, subject to cost conditions stipulated in article L. 217-9 of the French consumer protection code;

- are not required to provide proof of non-conformity of goods ordered during a period of twenty-four (24) months from date of delivery.

It is also hereby reminded that consumers may claim for the legal warranty against latent defects based on article 1641 of the French Civil Code and may also opt for the cancellation of the sale or for a price reduction in accordance with article 1644 of the same Civil Code.

Should a conformity defect come to light in a product purchased from **BGSi**, customers are not required to provide proof of this defect during a period of twenty-four (24) months from date of delivery. In order to benefit from the legal guarantee of conformity or the guarantee against latent defects, please contact our Customer Service department at contact@pontdesartsparis.fr.

Article 7 – Refunds

Product refunds under the terms and conditions stipulated in article 5 shall be scheduled on receipt of your right of withdrawal request. If the product return, or proof of dispatch, has not been received within the agreed time frame, **BGSi** reserves the right to postpone the refund until the returning product has been properly received.

BGSi will refund customers via the same payment method and on the same account as that used for placing the order.

Refunds may also be made by other means than that initially used for payment, on condition that the consumer has expressly agreed in advance to such a proposal put forward by **BGSi**.

Refunds of products under the terms and conditions of article 6 will be made within thirty (30) days of receipt of the request, in the event that a product exchange is deemed to be impossible.

BGSi shall not be held liable for any refunds that are not completed owing to the fact that the customer may have changed his or her bank or bank account without informing **BGSi** of this fact in advance. In this case, the customer who has instigated such changes shall be liable to take the necessary measures to rectify the situation.

Article 8 – Customer service

For all further information, questions or requests, our customer service department is at your disposal:

– by e-mail at contact@pontdesartsparis.fr.

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- by telephone on +33 (0)1 46 02 10 14 from Monday to Friday (except public holidays) from 10 am to 12 am and from 3 pm to 5 pm.
- by registered letter sent by post to BGSi Service Clients, 5, avenue du Général-Leclerc, 92210 Saint-Cloud France. We undertake to reply within three (3) days of receipt of your message.

Article 9 – Arbitration in the event of customer disputes

Under the terms of Article L. 612-1 of French consumer protection legislation, in the event of a dispute between a professional service provider and a customer, every consumer has the right of appeal to a consumer affairs arbitrator with a view to reaching an out-of-court settlement of the dispute.

To this effect, **BGSi** subscribes to CMAP, a consumer affairs mediation service, the headquarters of which are located at 39, avenue Franklin-Roosevelt, 75008 Paris, France, website www.mediateur-conso.cmap.fr, and which can be contacted via e-mail at consommation@cmap.fr.

Customers may appeal to this mediation service for any dispute concerning a purchase made via the PDA website or in a store or shopping mall in which the brand is represented.

In accordance with the rules applicable to mediation, any consumer complaint must be expressed beforehand in writing to BGSi, via contact@pontdesartsparis.fr, prior to appealing to the mediation service.

In addition, the European Commission has set up an online platform for settling disputes resulting from purchases made online. Consumers may therefore register their complaints via the following link: <http://ec.europa.eu/consumers/odr/>.

Article 10 – Governing law and jurisdiction

These terms and conditions of sale (TCS) have been drawn up in compliance with French law.

Any dispute pertaining to orders shall be settled in accordance with the legislative procedures of the country to which the order has been delivered.

Additional information on the legal provisions in force
Article L. 217-4 of the French consumer protection code (Code de la consommation)

The seller shall provide a product that complies with the terms of the agreement and shall be liable for any defects found upon delivery.

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It shall also be liable for any compliancy defect resulting from the packaging, or the assembly or installation instructions, where it is responsible for these aspects pursuant to the terms of the agreement or where such activities have been carried out under its responsibility.

Article L. 217-5 of the French consumer protection code

To comply with the contractual agreement, the product must:

1) be fit for the purpose normally expected for such a product and, where appropriate:

- correspond to the description given by the seller and have the qualities presented to the customer in the form of a sample or model;
- have the qualities that a customer might legitimately expect by virtue of public statements made by the seller, the manufacturer or their representative, in particular by means of advertising or labelling;

2) or present the characteristics defined by mutual agreement by the parties or be appropriate for any special use sought by the customer that has been brought to the notice of the seller and which the latter has accepted.

Article L. 217-12 of the French consumer protection code

An action in relation to the compliancy defect shall be limited to two years from the delivery of the product.

Article L. 217-16 of the French consumer protection code

Where the buyer asks the seller, during the period of the commercial guarantee offered by the latter upon the purchase or repair of a tangible good, for a repair under the terms of such guarantee, and where the product is out of use for at least seven (7) days, such period shall be added to the remaining guarantee period. This period shall be calculated from the date on which the customer submits his/her request or on which the product in question is provided for repair, whichever is the earlier.

Article 1641 of the Code Civil (French common law)

A seller is bound to a warranty on account of the latent defects of the product sold which render it unfit for the purpose for which it was intended, or which so impair that purpose that the customer would not have purchased it, or would have offered to pay a lower price for it, had they known of these defects.

Article 1648, paragraph 1 of the Code Civil

Actions pertaining to unacceptable defects must be taken by customers within a period of two years from the discovery of the defect(s).

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PDA – TCS applicable from july 11, 2018

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