

# GENERAL TERMS AND CONDITIONS OF SALE

**Applicable from January 1st, 2026**

*These Terms and Conditions are drafted in English for convenience. The French version shall prevail in case of any discrepancy.*

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## Article 1: GENERAL PROVISIONS

The EPC Champagne website (<https://www.epc-champagne.com>, hereinafter the "Website") [or "Aurose Provence (<https://www.aurose-provence.com>, hereinafter the "Website")"] is an online sales website operated by **Grinclair SAS** (hereinafter the "Supplier"), a simplified joint-stock company with capital of 362,468.27 euros, registered office at 18, deuxième avenue, 60260 Lamorlaye, registered with the Compiègne Trade and Companies Register under number 825082084 and registered under the intra-Community VAT number FR70825082084.

The publication director of the Website is Mr. Edouard Roy.

The Website is hosted by OVH Groupe SA, a company registered with the Lille Trade and Companies Register under number 537 407 926, located at 2, rue Kellermann, 59100 Roubaix.

These General Terms and Conditions of Sale (hereinafter, the "T&Cs") govern sales contracts concluded between the Supplier and any consumer purchaser (hereinafter, the "Customer" and, together with the Supplier, the "Parties" or individually a "Party") located in metropolitan France and Corsica (excluding overseas territories) and in Monaco.

In accordance with the preliminary article, 1° of the French Consumer Code, a consumer is understood to be any natural person acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activity.

In application of Article L. 3342-1 of the French Public Health Code, the sale of alcoholic beverages is prohibited to minors under 18 years of age. The Supplier reserves the right to ask the Customer to provide proof of identity.

These T&Cs are systematically sent or provided to each Customer by the Supplier at the time of sale. Any order placed with the Supplier implies the Customer's complete and unreserved acceptance of these T&Cs.

If the Customer wishes, they may agree to receive the Supplier's monthly newsletter by checking the box provided for this purpose during the ordering process, separate from the acceptance of the T&Cs. Consent to the newsletter is optional and is not a condition of sale. The Customer may unsubscribe at any time via the link included in each communication.

Unless otherwise agreed in writing by the Supplier, these T&Cs prevail over any general terms and conditions of purchase or any other documents issued by the Customer, regardless of their terms.

These T&Cs as well as all elements appearing on the Website (photographs, graphics, catalogs, notes, etc.) may be modified at any time by the Supplier. The T&Cs and prices that apply to a sale and are binding on the Customer are those accepted by the Customer when validating their purchase and recalled by the Supplier when confirming the order.

As the Supplier may occasionally modify certain provisions of the T&Cs, Customers are advised to read the T&Cs systematically and comprehensively before placing any new order.

For any questions, the Customer can contact the Supplier's customer service by email ([commande@epc-champagne.com](mailto:commande@epc-champagne.com)) or by telephone (+33 9 81 08 47 25), Monday to Friday from 9am to 12pm and from 2pm to 6pm.

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## **Article 2: PRODUCTS AND PRICES**

### **Article 2.1: PRODUCTS OFFERED**

The Supplier offers for sale champagnes, wines, spirits and other accessory products (hereinafter the "Products").

The list of Products sold as well as their specifications and prices are published on the Website.

The prices displayed on the Website are inclusive of all taxes (VAT included), excluding delivery costs, in accordance with Article L.112-1 of the French Consumer Code. The applicable VAT rate is the rate in force on the day of delivery of the Products.

The Supplier reserves the right to modify at any time the list of Products on the Website and their specifications, which include photographs illustrating the Product and its technical specifications. Illustration photographs have no contractual value, unlike the technical specifications of the Product. However, the prices and characteristics confirmed when the Customer validates their order remain firm and final for said order.

The Supplier reserves the right to modify the labeling of Products and their packaging, compared to the visuals presented on the Website, in order to ensure that the Products comply with applicable French standards.

### **Article 2.2: PERSONALIZED PRODUCTS**

The Supplier offers the Customer the possibility of personalizing certain Products sold on the Website by including a message on the Product written during the ordering process.

The Customer is prohibited from including a message whose content is likely to constitute insult, defamation, or present a vulgar, violent, racist character, or a political or religious character.

Furthermore, the Customer is prohibited from writing a message whose content:

- encourages alcohol consumption before the legal age;
- presents sobriety, abstinence or moderate consumption in a negative manner;
- presents the consumption of alcoholic beverages as an aid to overcome individual or collective problems or to prevent, treat or cure any illness or psychological condition;

- associates alcohol consumption with all types of illegal, antisocial, dangerous, aggressive or violent behavior;
- suggests that one can consume alcohol before or during the driving of any vehicle or during an activity that requires a certain degree of concentration to be performed safely;
- suggests that one can consume alcohol during pregnancy or breastfeeding;
- infringes the rights of third parties (including intellectual property rights).

The Supplier reserves the right to refuse any message contravening these rules and disclaims in any case any liability with regard to the personalized message.

In case of refusal by the Supplier of the personalized message, the Customer may propose to the Supplier a new message by email ([commande@epc-champagne.com](mailto:commande@epc-champagne.com) [or [contact@aurose-provence.com](mailto:contact@aurose-provence.com)]) within seventy-two (72) hours following the refusal of the first message. Failing this, no personalized message will be inscribed on the ordered Products and the Supplier will refund the Customer any amount possibly paid for the personalization of the Products.

The Customer undertakes to indemnify the Supplier for all consequences, damages or judicial convictions of the Supplier in relation to the content of the personalization message, up to the limit of the total amount of their order.

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## **Article 3: ORDERS**

### **Article 3.1: ORDER FORMATION**

Orders are sent by the Customer to the Supplier in French (i) by order on the Website, (ii) by email or (iii) by telephone.

Any order involves the transmission by the Customer of the following information, necessary for their identification and the delivery of their order: last name, first name, email, postal address (door number and street, postal code, city and country).

The Supplier undertakes to send the Customer an order confirmation by email within a maximum period of seventy-two (72) hours from receipt of their order. Any order placed by a Customer will only become final after confirmation of the order by the Supplier. The order confirmation will contain in particular the following information: reference and quantity of Products ordered, price excluding tax and including tax of Products ordered, amount of applicable VAT, cost of transport costs (determined in application of Article 5.1 of the T&Cs), delivery address and indicative delivery time (determined in application of Article 5.2 of the T&Cs). The prices appearing in the order confirmation are firm and final and cannot be modified subsequently in any way.

The sale of Products is deemed validly formed on the day of shipment of Products by the Supplier. The Supplier has a period of one (1) month from receipt of the order to accept or refuse said order and proceed with the

shipment of Products. In the absence of shipment within this period, the order will be considered refused and the Customer will be fully refunded for any amounts possibly paid.

Computerized records, kept in the Supplier's computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments that occurred between the Parties. The archiving of order forms and invoices is carried out on a reliable and durable medium that can be produced as evidence.

Before confirming an order, the Supplier reserves the right to ask the Customer to provide proof of identity and address. Confirmation of the order will be suspended pending communication of these documents. The Supplier reserves the right to cancel the order in case of failure to receive these proofs or in case of communication of non-compliant proofs.

**Order on the Website:** orders placed on the Website are limited to deliveries in metropolitan France, Corsica and Monaco. Any order involves the creation and validation of a shopping cart. After validation of the shopping cart and personal information, the Customer will be directed to an order validation page, summarizing the price excluding tax and including tax of Products ordered, the amount of applicable VAT and the cost of transport costs, as specified in Article 5 of the T&Cs. At the end of the validation of their order, the Customer will be directed to a secure page to proceed with payment, in accordance with Article 4 of the T&Cs.

**Order by email or telephone:** Any order must be sent to the following email address or telephone number: [commande@epc-champagne.com](mailto:commande@epc-champagne.com); +33 9 81 08 47 25 [or "[contact@aurose-provence.com](mailto:contact@aurose-provence.com); +33 9 81 08 47 25"] or to the email address of any member of the Supplier's staff in charge of marketing the Products. The prices applicable to Products are the prices published on the Website on the day of the order.

### **Article 3.2: QUOTATIONS**

At the Customer's request made by email ([commande@epc-champagne.com](mailto:commande@epc-champagne.com)) [or "[contact@aurose-provence.com](mailto:contact@aurose-provence.com)"], the Supplier may propose a quotation, valid for one (1) month, unless otherwise specified on the quotation.

### **Article 3.3: MODIFICATION OR CANCELLATION OF ORDERS**

In case of total or partial unavailability of ordered Products, the Supplier will ship to the Customer only the ordered and available Products and will propose, at their choice, to the Customer:

- cancellation of their order for unavailable Products; or
- substitution of unavailable Products with available and equivalent Products (i.e. presenting similar technical specifications); or
- postponement of delivery of their order for unavailable Products.

In case of refusal by the Customer of a proposal to modify their order, the order will be cancelled (regarding only unavailable Products).

The Supplier reserves the right to refuse, reduce or split all or part of a Customer's order if the quantity ordered or the frequency of their orders seems abnormal compared to the normal needs of a consumer.

The Supplier reserves the right to cancel, suspend or refuse any order from a Customer with whom there is a dispute relating to payment of a previous order, until full payment of the latter.

In case of cancellation of all or part of an order, the Supplier will fully refund the amounts paid using the same payment method as that used for the order, within fourteen (14) days from the date of cancellation.

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## **Article 4: PAYMENT CONDITIONS**

**Order on the Website:** payment for orders by the Customer is made in full at the end of the purchase process, after validation by the Customer of the order.

Payment can be made by credit card via Stripe, by bank transfer, by SEPA direct debit via GoCardless, or by check. Payment information is processed securely by payment service providers. The Supplier cannot be held responsible in case of malfunction or damage resulting from the use of third-party payment services.

**Order by email or telephone:** invoices will be issued by the Supplier on the day of order confirmation and must be paid prior to shipment of Products.

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## **Article 5: DELIVERY**

### **Article 5.1: TRANSPORT**

#### **Metropolitan France, Corsica and Monaco**

Delivery of Products is at the Supplier's expense. The Customer is free to export the Products to other territories not covered by the Supplier and must ensure compliance with the regulations of the country concerned, and payment of taxes and other costs due.

The amount of delivery costs depends on the weight, volume and place of delivery. Delivery costs are clearly indicated and detailed before final validation of the order by the Customer on the summary page.

The Supplier is free to choose the carrier and bears all risks related to transport until delivery, i.e. until physical delivery of the ordered Products to the Customer or their representative.

**Transfer of ownership and risks:** Ownership of Products is transferred to the Customer upon full payment of the price. Risks related to Products are transferred to the Customer upon physical delivery of Products to the Customer or their representative, materialized by signature of the delivery note. In case of collection by the Customer, transfer of risks occurs upon loading of Products.

#### **Other territories**

Orders made by email or telephone may be delivered by the Supplier to territories other than metropolitan France, Corsica and Monaco.

Deliveries will be made under EX WORKS terms (Incoterms 2026). The Customer must ensure compliance by delivered Products with the regulations of the country concerned, and payment of taxes and other costs due.

## **Article 5.2: DELIVERY TIMES**

Products are shipped with a delivery note, to the delivery address indicated by the Customer when ordering.

Delivery times indicated on the order confirmation are between four (4) and six (6) working days for standard delivery in metropolitan France, Corsica and Monaco. These times are increased by seven (7) days in case of personalization of one or more ordered Products. These are indicative times, corresponding to average processing and delivery times for an order. In order for these times to be respected, the Customer must ensure that they have provided accurate and complete information concerning the delivery address (such as, in particular: street number, building, staircase, access codes, names and/or intercom numbers, etc.) and have paid for their order prior to shipment.

The Supplier invites the Customer to report any delivery delay exceeding fourteen (14) days from the delivery date indicated on the validation page of their order and recalled in the order confirmation email, in order to allow them to initiate an investigation with the carrier. In any case, the Supplier will keep the buyer informed of the result of the investigation.

Without prejudice to their right of withdrawal, the Customer may cancel any order not delivered within thirty (30) days from placing the order, by registered letter with acknowledgment of receipt. The Supplier will refund the Customer all amounts paid within a maximum period of fourteen (14) days from the date on which cancellation was requested.

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## **Article 6: WARRANTIES**

### **Article 6.1: DELIVERY DEFECTS**

In case of defect relating to the quantity or quality of delivered Products, the Customer undertakes to inform the Supplier by email ([commande@epc-champagne.com](mailto:commande@epc-champagne.com)) without delay and at the latest fourteen (14) days from delivery of Products.

In particular, the Customer makes their best efforts to report to the Supplier, without delay and at the latest seven (7) days from delivery of Products, any shortcoming relating to delivery of said Products (such as a package opened before reception, incomplete or damaged).

The Supplier will endeavor to propose to the Customer replacement of ordered Products or delivery of missing Products and, failing that, will propose to the Customer cancellation of their order.

The Customer will return Products to the Supplier at the latest within fourteen (14) days following communication of their complaint to the Supplier and to the following address: G.d. Laser, ZI du Petit Crachis 45210 Ferrières-en-Gâtinais. Products must be returned in their original packaging.

From receipt of returned Products, and unless conformity of returned Products with the initial order is noted by the Supplier, the latter will proceed with reimbursement of the price paid by the Customer or replacement of returned Products within fourteen (14) days. Within the same period and at the Customer's request, the Supplier will reimburse the Customer for return costs, using the same payment method as that used by the Customer when purchasing Products.

## **Article 6.2: LEGAL GUARANTEE OF CONFORMITY**

In case of complaint, the Supplier invites the Customer to contact them by email ([commande@epc-champagne.com](mailto:commande@epc-champagne.com)) or by telephone (+33 9 81 08 47 25) [or "([contact@aurose-provence.com](mailto:contact@aurose-provence.com)) or by telephone (+33 9 81 08 47 25)"].

The Supplier delivers to its Customers Products conforming to the technical specifications mentioned on the Website as well as to the use and quality usually expected of this type of Products, in accordance with Article L. 217-5 of the French Consumer Code.

In case of lack of conformity compared to the technical specifications mentioned on the Website, noted by the Customer within twenty-four (24) months from delivery of Products, the Customer may request implementation of the legal guarantee of conformity by writing to the Supplier by email at the following address: [commande@epc-champagne.com](mailto:commande@epc-champagne.com).

Any request for implementation of the legal guarantee of conformity must contain a description of the lack of conformity noted (supported by photographs, if applicable) and indicate the Customer's choice between: (i) replacement or (ii) reimbursement of non-conforming Products.

The Supplier undertakes to respond to the Customer as soon as possible. From the Supplier's response and unless otherwise decided by the Supplier, the Customer must return non-conforming Products to the Supplier within fourteen (14) days, to the address that will be indicated by the Supplier and at the Supplier's expense.

In case of request for replacement of a non-conforming Product, the Supplier undertakes to proceed with its replacement within thirty (30) days from the Customer's request, in accordance with Article L. 217-10 of the French Consumer Code and subject to receipt by the Supplier of return of non-conforming Products, unless the Supplier decides not to proceed with their return.

In case of request for reimbursement of a non-conforming Product, the Supplier undertakes to proceed with reimbursement of the price paid by the Customer for this Product within fourteen (14) days from receipt by the Supplier of return of non-conforming Products, in accordance with Article L. 217-17 of the French Consumer Code, unless the Supplier decides not to proceed with their return.

Any reimbursement by the Supplier will be made using the same payment method as that used by the consumer when ordering.

## **Article 6.3: HIDDEN DEFECTS**

In accordance with Articles 1641 to 1649 of the French Civil Code, the Customer benefits from a guarantee against hidden defects of sold Products that render them unfit for the use for which they are intended, guarantee applicable within two (2) years from discovery of hidden defects.

Hidden defects for which the guarantee may be implemented must have existed at the time of transfer of risks. The Supplier reserves the right to proceed directly or indirectly, through any representative of their choice such as the carrier, with any on-site verification. The Customer undertakes in particular to give all facilities to the Supplier, or to the designated representative, to make or have made all findings and/or checks that seem necessary and to give them for this purpose free access to Products.

Any compensation that may be due to the Customer under this Article will be strictly limited to what is provided for in Article 1644 of the French Civil Code, to the exclusion of any other compensation.

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## **Article 7: RIGHT OF WITHDRAWAL**

The Customer has a period of fourteen (14) days to exercise their right of withdrawal.

This period begins from receipt of Products by the Customer or by a third party, other than the carrier, designated by them. In the case where the Customer has ordered several Products in a single order giving rise to several deliveries (or in the case of an order for a single Product delivered in several batches), the withdrawal period will expire fourteen (14) days after the day on which the Customer, or a third party other than the carrier and designated by the Customer, takes physical possession of the last delivered Product.

To exercise their right of withdrawal and in accordance with Article L.221-21 of the French Consumer Code, the Customer must notify their decision to withdraw by submitting the completed withdrawal form (reproduced below) or by means of an unambiguous statement expressing their wish to withdraw.

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### **WITHDRAWAL FORM**

*(Please complete and return this form only if you wish to withdraw from the contract.)*

**To:** Grinclair SAS, 18, deuxième avenue, 60260 Lamorlaye

**Email:** [commande@epc-champagne.com](mailto:commande@epc-champagne.com)

I hereby notify you of my withdrawal from the contract for the sale of the following goods:

**Ordered on:** \_\_\_\_\_

**Received on:** \_\_\_\_\_

**Name of consumer(s):** \_\_\_\_\_

**Address of consumer(s):** \_\_\_\_\_

**Signature of consumer(s)** (only for paper notification):

**Date:** \_\_\_\_\_

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The withdrawal form or unambiguous statement must be communicated to the Supplier preferably by email at the following address: [commande@epc-champagne.com](mailto:commande@epc-champagne.com) [or [contact@aurose-provence.com](mailto:contact@aurose-provence.com)]; or failing that by post, by registered letter with acknowledgment of receipt sent to the following address: Grinclair SAS, 18, deuxième avenue, 60260 Lamorlaye.

In accordance with Article L. 221-23 of the French Consumer Code, the Customer returns Products to the Supplier at the latest within fourteen (14) days following exercise of their right of withdrawal and to the following address: G.d. Laser, ZI du Petit Crachis, 45210 Ferrières-en-Gâtinais.

The Customer bears the direct costs of returning Products, as clearly indicated when validating their order. Products must be returned in their original condition and include in particular all delivered accessories.

In accordance with Article L. 221-24 of the French Consumer Code, the Supplier will reimburse the Customer for all amounts paid including delivery costs (with the exception of additional costs resulting, if applicable, from the Customer's choice of a delivery method other than the standard delivery method offered by the Supplier) without undue delay and, in any case, at the latest fourteen (14) days from the day on which the Supplier receives the returned Product. The Supplier will proceed with reimbursement using the same payment method as that used by the Customer when purchasing Products, unless the Customer expressly agrees to a different method. In any case, this reimbursement will not incur costs for the Customer.

In case of partial return of the order, the Supplier will not proceed with reimbursement of delivery costs related to this order.

The right of withdrawal cannot give rise to payment of any compensation or penalty whatsoever.

The Customer's liability may be engaged in case of depreciation of the returned Product resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of this Product.

Personalized Products in application of Article 2.2 cannot give rise to exercise of the right of withdrawal.

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## **Article 8: FORCE MAJEURE**

Neither Party shall be liable for non-performance or late performance of its obligations arising from these T&Cs if this non-performance or late performance is due to a force majeure event, i.e. an external, irresistible and unforeseeable event within the meaning of Article 1218 of the French Civil Code.

In particular, the following are considered cases of force majeure, subject to demonstrating their external, unforeseeable and irresistible character: any fire, destruction affecting all or part of the Supplier's installations and means of production, storage and marketing; any shortage of raw materials or services necessary for order execution; any unforeseeable failure of suppliers and/or other companies on which the Supplier's activity depends; any unforeseeable malfunction of transport.

Under such conditions, the Party affected by the force majeure event will inform the other Party by any means, oral and/or written in particular by email, as soon as possible and at the latest within eight (8) days of the date of its knowledge of the event. If the force majeure event persists beyond a period of two (2) months after the other Party's knowledge of this event, either Party may request automatic termination of orders in progress, without possibility for the Customer to obtain any compensation on any basis whatsoever from the Supplier.

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## **Article 9: SUPPLIER'S LIABILITY**

The Supplier cannot be held liable for any damage whatsoever, in case of modification by the Customer of Products or their original packaging.

This provision does not prevent implementation of legal guarantees of conformity (Articles L.217-4 et seq. of the French Consumer Code) and hidden defects (Articles 1641 et seq. of the French Civil Code).

The Supplier's liability can only be engaged in case of proven fault and is limited to direct, personal and certain damages suffered by the Customer, to the exclusion of any indirect damage.

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## **Article 10: INTELLECTUAL PROPERTY**

Intellectual property rights attached to Products, including trademarks, patents, domain names, designs and models, copyrights, images, videos and texts remain the exclusive property of the Supplier. No license of use is granted to the Customer when selling Products.

The Customer may not use the trademarks, patents, domain names, designs and models, copyrights, images, videos and texts of the Supplier.

The Customer will immediately inform the Supplier by email, confirmed by registered letter with acknowledgment of receipt, of any legal action brought against them in matters of intellectual or industrial property rights concerning Products. The Customer will not take any measure related to this action without having previously informed the Supplier.

The Customer who becomes aware of an infringement of any intellectual or industrial property right of the Supplier's trademarks or of which the latter is licensed must immediately inform them by email, confirmed by registered letter with acknowledgment of receipt.

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## **Article 11: PROTECTION OF PERSONAL DATA**

The Supplier ensures that all processing of personal data (hereinafter, "Personal Data") that it implements complies with the provisions of Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter "GDPR") as well as the provisions of Law No. 78-17 of January 6, 1978 on information technology, files and freedoms as amended.

### **11.1 Data Controller**

The controller of Personal Data processing is Grinclair SAS, whose contact details appear in Article 1 of these T&Cs.

### **11.2 Legal Bases and Purposes of Processing**

The Supplier collects and processes the following Personal Data: last name, first name, email address, telephone number, postal address, purchase history.

The purposes of processing are as follows:

- Management of orders and customer relations (legal basis: contract execution);
- Management of warranties and after-sales service (legal basis: contract execution and legal obligations);
- Commercial prospecting, subject to the Customer's express consent (legal basis: consent);

- Compliance with legal and accounting obligations (legal basis: legal obligations).

### **11.3 Recipients of Personal Data**

Recipients of Personal Data include in particular persons within Grinclair SAS in charge of IT, administrative, marketing, customer relations and prospecting services or service providers in the context for example of transport management and order delivery or any other mission delegated by the Supplier to an external company.

The Supplier may transfer some Personal Data to third parties, pursuant to a contractual or legal obligation or if a legitimate interest justifies it.

The Supplier informs the Customer that in the context of use of payment solutions (Stripe, GoCardless), certain payment data may be transferred to countries located outside the European Union. These transfers are governed by standard contractual clauses approved by the European Commission.

### **11.4 Retention Period**

Personal Data of prospects are kept for a period of two (2) years from their last contact with the Supplier. Personal Data of customers are kept for a period of five (5) years from the last order.

At the end of these periods, Personal Data will be deleted or anonymized. By exception, certain Personal Data may be subject to intermediate archiving in order to satisfy the legal, accounting and tax obligations incumbent on the Supplier, in particular the obligation to retain invoices and accounting documents for a period of ten (10) years in application of Article L.123-22 of the French Commercial Code.

### **11.5 Rights of Data Subjects**

Data subjects have at any time, under the conditions set by the aforementioned texts:

- a right of access to Personal Data concerning them, a right to have them rectified or completed;
- a right to erasure of such data, or a limitation of processing concerning them, or the right to object to processing;
- when processing is based on their consent, the right to withdraw this consent at any time;
- the right to portability of Personal Data;
- the right to define general or specific directives concerning the fate of their Personal Data after death;
- the right to lodge a complaint with the competent supervisory authority, namely the French National Commission for Information Technology and Civil Liberties (CNIL).

Requests relating to exercise of the aforementioned rights must be addressed to the Supplier by mail sent to the following address: Grinclair SAS, 18, deuxième avenue, 60260 Lamorlaye, or by email at the following address: [commande@epc-champagne.com](mailto:commande@epc-champagne.com).

The request must specify the last name, first name, postal address, email address of the data subject; a copy of an identity document bearing their signature must be attached to this request.

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## **Article 12: SEVERABILITY OF CONTRACT**

If any provision of these T&Cs is deemed unenforceable, the remaining provisions of the T&Cs will remain in force and in full effect. The invalid provision will be replaced by a valid provision that comes as close as possible to the intention sought by the invalid provision.

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## **Article 13: NO WAIVER**

The fact that the Supplier and the Customer do not rely on one of the clauses of the T&Cs at a given time cannot constitute waiver to subsequently rely on these same clauses.

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## **Article 14: APPLICABLE LAW AND DISPUTE RESOLUTION**

Unless otherwise agreed, contractual relations between the Supplier and the Customer, including these T&Cs, are exclusively governed by French law.

### **14.1 Consumer Mediation**

In accordance with the provisions of Article L. 612-1 of the French Consumer Code, the Customer has the right to resort free of charge to a consumer mediator with a view to amicable resolution of the dispute opposing them to the Supplier.

In case of dispute whose settlement would not have been reached amicably directly with the Supplier, the Customer may, at their request, resort to a mediation procedure. The Supplier undertakes to participate in good faith in any mediation requested by the Customer.

The Supplier proposes recourse to the following mediator:

#### **CM2C – Centre de Médiation de la Consommation de Conciliateurs de Justice**

Address: 14 rue Saint Jean, 75017 Paris

Website: <https://www.cm2c.net>

Email: [cm2c@cm2c.net](mailto:cm2c@cm2c.net)

The Customer may also refer the matter to any other consumer mediator registered on the list established by the Commission for Evaluation and Control of Consumer Mediation, available on the website:

<https://www.economie.gouv.fr/mediation-conso/mediateurs-references>

For disputes relating to an online purchase, the Customer may also resort to the European Commission's online dispute resolution (ODR) platform, accessible at the following address: <https://ec.europa.eu/consumers/odr>

### **14.2 Judicial Settlement of Disputes**

Failing amicable settlement, any dispute relating to interpretation or execution of these T&Cs will be submitted to competent French courts.

