Terms and conditions of sale

The present terms and conditions of sale for the SARL d'Alexandra Senes which owns the Kilometre.Paris define the rights and obligations of the parties for any order of the Kilometer.Paris products made by a customer ("Customer")

Customers can contact the Customer Services Department at the following email address: support@kilometre.paris

The products on sale are reserved for customers personal use ; any resale is strictly forbidden.

Article 1. Ordering methods and price

1.1. Ordering methods

After confirming the content of his order, the Customer validates it by paying the corresponding price. The order will not be final until effective receipt of payment by SARL Société d'Alexandra Senes. Full and unreserved acceptance of these General Conditions of Sale is mandatory when placing an order, for this the Customer must check the corresponding box before confirming the content of his order.

1.2. Price

The total amount of the order, including shipping costs will be indicated online, before payment of the order.
SARL Société d'Alexandra Senes reserves the right to modify the prices of the products at any time, but the products ordered will be invoiced on the basis of the prices displayed at the time of registration of the order.
For any order or delivery made outside of French territory, the Customer will bear all costs, taxes and duties possibly due in application of local law, and will be required to carry out all the formalities and declarations related thereto. The Customer is invited to obtain information on these aspects from the Local Authorities.

Article 2 Payment – Order confirmation

At the time of writing the following cards are accepted: CB, Master card, Visa, American Express, China Union Pay. The payment service provider is Stripe.com, a secure online payment service , headquarters are at 10 BD HAUSSMANN 75009 PARIS and it is registered at the Paris Register of Commerce and Companies under the number 807 572 011.
The Customer's bank account will be debited after validation of the order, which is considered effective after confirmation of the agreement from the bank payment centers.
The Customer guarantees that he is fully entitled to use the payment card provided for payment when ordering and that this card gives access to sufficient funds to cover all costs resulting from the use of the services of the Site.

SARL Société d'Alexandra Senes will systematically confirm each Customer's order by email. The Customer may print the order confirmation as proof of the transaction.
A copy of this proof of the transaction will be kept by Stripe.com for a period of 5 years, increased by the limitation periods in force.
Stripe.com will archive this documentary evidence on a reliable and durable medium constituting a faithful copy in accordance with the provisions of article 1379 of the Civil Code and decree n ° 2016-1673 of 5 December 2016. The computerized registers of the Site will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

2.1 Securing of online payments on the Site

Stripe.com's infrastructure for storing, decrypting and transmitting card numbers runs in a separate hosting infrastructure and does not share any identifying information with the main Stripe.com services.
SARL Société d'Alexandra Senes never has access to confidential information relating to the Customer's payment method. Indeed, only Stripe.com has confidential information which is inaccessible by a third party.

Article 3. DELIVERY/COLLECTION FROM SHOPS

Customers may choose:
1/ Either to have Sets delivered to their place of residence (delivery charges set out below),or
2/ To collect their product(s) from one of delivery point:
- Kilometre.Paris Studio – 31 Rue Malar, 75007, Paris

Once orders have been registered, no change may be made to the delivery method.

3.1. Delivery to Customer's address

Delivery will be of the product (s) is made from one to three months, since the product(s) will only be manufactured in response to Customer orders.
SARL Société d'Alexandra Senes will deliver parcels throughout mainland France, to French overseas departments and territories, to Monaco, Corsica and overseas.

Product(s) is sent to the delivery address that the Customer indicated when filling the delivery form online. When a package leaves the warehouses, it is routed by La Poste ("Colissimo").

As part of a home shipment, the Customer is informed by e-mail of the shipment of his package also indicating to him:
- that an original invoice including delivery costs and VAT is available online on the Site in the "My Account" section and that an impression of the invoice will be attached to the package (accompanied by the withdrawal form);
- the tracking number of his package.

The tracking of packages sent by Colissimo is indicated on the site www.colissimo.fr

The delivery costs are defined according to the following criteria:
Metropolitan France and Corsica: € 13
European Union: 23 €
Other: 33 €

The Customer undertakes to receive the products ordered at the delivery address appearing on the order confirmation email.
The Customer must imperatively date and sign the delivery slip if it is presented to him by the transporter. This dated and signed slip constitutes proof of transport and delivery. In the absence of the Customer, he has a period indicated by the carrier to receive his package.

3.2 Collection from a shop

The Customer will also have the possibility of withdrawing his order in the following point, without invoicing any additional costs,:
- Kilometre. Paris Studio, 31 Rue Malar, 75007, Paris.

The Customer will be informed of the date of the availability of his order in the shop by email, or by telephone, as well as the terms of withdrawal: opening days and hours.
The Customer may withdraw his order upon presentation of:
- an ID,
- the order confirmation email or letter
- 2 copies of the invoice linked to his order.

He may also entrust a power of attorney to a person of trust who will then have to present himself with his own identity document, a photocopy of the Customer's identity document as well as the order confirmation email or letter. The Customer will be given one of the two copies of the dated and signed invoice proving that the order has been recovered and which must imperatively be kept for any recourse.

If the Customer does not withdraw his order within two months of the end of the delivery period, the order will be automatically canceled and the Customer reimbursed.

3.3. Delays to delivery

In accordance with article L216-2 of the consumer code, if the Customer has not received his order within the deadlines set out in the "delivery" stage of his order (from one to theree months after submitting the order) and in these General Conditions of Sale, he may then contact customer service at the following email address: support@kilometre.paris to ask SARL Société d'Alexandra Senes to make delivery within a reasonable time. SARL Société d'Alexandra

Senes customer service will then open an investigation with the transporter and inform the Customer.
- If the parcel is found, it is then sent to the Customer: the reception procedure then follows its normal course (deposit of the parcel or advice of delivery, etc.).
- If the package is declared lost, SARL Société d'Alexandra Senes then notifies the Customer within 48 hours after receipt of the request for information by the Customer.

The Customer then has two options:

■ Within the limits of available stocks, SARL Société d'Alexandra Senes may offer the Customer to return a product identical to the one ordered, as soon as possible. SARL Société d'Alexandra Senes will bear the shipping costs for this product. SARL Société d'Alexandra Senes will include in the parcel a waiver form by which the Customer undertakes to return to SARL Société d'Alexandra Senes the first parcel (the packaging (s) of the product (s) which must be unopened) in the case where he received it after sending the second package. The costs of returning the first package to SARL Société d'Alexandra Senes will be reimbursed by SARL Société d'Alexandra Senes to the Customer by bank transfer, in accordance with the bank details provided by the Customer when returning the package originally ordered.
■ The Customer can request the cancellation of their order from customer service at the following address: support@kilometre.paris. The order will be considered canceled upon receipt by SARL Société d'Alexandra Senes of the email. The Customer will be reimbursed for the amount of his order and delivery costs, by bank transfer or re-credit of the payment method used when ordering and under the conditions below. Following the reimbursement, SARL Société d'Alexandra Senes will send the Customer a waiver form by which the Customer undertakes to return to SARL Société d'Alexandra Senes le Foulard in cases where the Customer finally receives the product(s) initially ordered. The costs of returning the package to SARL Société d'Alexandra Senes will be reimbursed by SARL Société d'Alexandra Senes to the Customer by bank transfer, in accordance with the bank details communicated by the Customer when returning the package originally ordered.

In accordance with Article L216-3 of the French Consumer Code, the SARL Société d'Alexandra Senes will reimburse the Customer the cost of the Set(s) ordered and the delivery charges at the latest within 14 days of the cancellation of the order. This reimbursement may be increased in accordance with the conditions set out in Article L241-4 of the Consumer Code:

"When the supplier has failed to reimburse the whole sum paid by the consumer under the conditions set out in Article L. 216-3, this sum may by law be increased by 10% if the reimbursement is made no later than 30 days after the due date, by 20% up to 60 days and by 50% after 60 days."

Moreover, it should be recalled that in the event that the Customer has expressly informed the SARL Société d'Alexandra Senes that the date marking the end of the delivery period was an essential condition of the order (such essential condition resulting from the circumstances surrounding the conclusion of the contract or from an express request from the consumer before the conclusion of the contract), the Customer will have the opportunity to cancel the order immediately in the event of late delivery.

3.4 Delivery Made

It should be recalled that Article L216-4 of the Consumer Code states that any risk of loss or damage of the products ordered is transferred to the consumer at the time when the latter, or a third party designated by him who is not the transporter used by the supplier, takes physical possession of those goods.

Article 4. Cooling-off Period

The following provisions meet the conditions stated in article L221-5 of the Consumer Code.

4.1. Scope

In accordance with the provisions of article L 221-18 of the Consumer Code, Customers have the right to withdraw for 14 clear days from the date of receipt or withdrawal of their order, without having to justify reasons or to pay penalties. Only the costs set out in article 4.3 will remain at his expense. This period runs from the receipt or withdrawal of the package by the Customer.

4.2. Procedure

Within 14 days of receipt of the package or withdrawal from the store, the Customer will exercise his right of withdrawal:

- or by expressing it in the writting form sent to the following address: 31 Rue Malar, 75007, Paris
- either via the form dedicated to this accessible process:

- at the end of these general conditions of sale
- in the order confirmation letter for Customers who have chosen store pick-up
- in the package for Customers who have chosen home delivery

Within 14 days of the communication of his decision to withdraw, the Customer must return the product(s), in its (their) original packaging (s), unopened (s), unused (s) at the following address: 31 Rue Malar, 75007, Paris

No request for withdrawal may be made to the Kilometer.Paris Studio. For any request, the Customer must contact the SARL Société d'Alexandra Senes customer service at the following address: support@kilometre.paris

4.3. Reimbursement

The return of the product(s) will give rise to a refund equal to the sums paid by the Customer, i.e. the purchase price of the product (s) and the delivery costs.

It is however understood that the following costs will remain the responsibility of the Customer:

- The cost of return of the package by the Customer to SARL Société d'Alexandra Senes, generated by the exercise of this right of withdrawal,
- All other additional ancillary costs.

The Customer will be reimbursed within 14 days of the day of receipt of the package by SARL Société d'Alexandra Senes. The reimbursement will be made by bank transfer or credit to the means of payment used when ordering.

In the event of late payment, and in accordance with article L242-4 of the Consumer Code, SARL Société d'Alexandra Senes must apply the following late payment penalties:

• 0 to 10 days late: interest at the legal rate
• 11 to 20 days late: + 5%
• From 21 to 30 days late: + 10%
• From 31 to 60 days late: + 20%
• From 61 to 90 days late: + 50%
• And then +5 points per month late until the price of the product then it comes back to the legal interest rate

Article 5. Guarantees

5.1. Legal guarantee of compliance

According to articles L.217-4 et seq. Of the Consumer Code, in the event of delivery of a non-conforming product, SARL Société d'Alexandra Senes undertakes, at the option of the Client, to reimburse the price of the product, or to exchange the product for an identical product within the limits of available stocks. All delivery and return costs will be borne by SARL Société d'Alexandra Senes.

For any such request, the Customer must contact customer service at the following email address: support@kilometre.paris or via the form in the "contact" tab of the site www.kilometre.paris. The product(s) must then be returned, unused, and with all of the original packaging (s), enclosing the return slip present on the delivery slip attached to the package or at the end of these general conditions of sale, to the following address: 31 Rue Malar, 75007, Paris

These provisions are not exclusive of the right of withdrawal defined in article 4 above.

No return or exchange request can be made at the Librairie des Princes or Kilometer Paris Studio.

5.2. Guarantee against hidden defects

In accordance with Articles 1641 et seq. Of the French Civil Code, in the case where a product containing hidden defects is delivered, the SARL Société d'Alexandra Senes undertakes, in accordance with the Customer's choice, either to reimburse the price of the product or to exchange the product for an identical one while stocks last. All the delivery and return charges will be paid by the SARL Société d'Alexandra Senes.

Exception : if the product was made from the vintage fabric it can contain small stains, holes and imperfections. Products made from the vintage fabrics will not be accepted for the return in case of the nature of complains specified above.

For any request of this type, the Customer must contact the Customer Services Department at the following email address:
support@kilometre.paris or by using the form on the "contact" tab of the site
www.kilometre.paris. The product(s) must then be returned unused and with all their original packaging, accompanied by the return form on the delivery note included in the parcel or at the end of the present terms and conditions of sale, to the following address: 31 Rue Malar, 75007, Paris

No request to return or exchange the goods may be made at the Kilometre.Paris Studio.

5.3. Exclusion from guarantee

Any product that has been modified, repaired or integrated into another object by the Customer or any other person unauthorised by the supplier of the said product is excluded from this guarantee.

The guarantee does not cover products damaged due to consumption or inappropriate use by the Customer.

Article 6. Responsabilities

In accordance with Article L221-15 of the French Consumer Code the SARL Société d'Alexandra Senes is fully responsible with respect to the Customer for the correct execution of the obligations resulting from the order, whether such obligations be carried out by the SARL Société d'Alexandra Senes itself or by other service providers chosen by it, without prejudice to its right of recourse against the said service providers.

However, it may be exonerated of all or part of its responsibility if it can prove that the failure to execute or the poor execution of the contract is attributable to the Customer, or to the unforeseeable and unavoidable act of a third party to the contract, or to a case of force majeure.

Article 7. Modification to the terms and conditions of sale

SARL Société d'Alexandra Senes reserves the right to modify the present terms and conditions of sale at any time. Any new version of these conditions will be the subject of prior notification on the first page of the "Contact" section. In case of modification, the applicable terms and conditions of sale will be those in force on the day upon which the order is made.

Article 8. Personal Data

SARL Société d'Alexandra Senes processes data with the objective of managing and monitoring orders and their delivery and payment and of managing customer relations.

The Customer must register prior to making an order or when making an order on the site. Data items marked with an asterisk are mandatory: in their absence, the Customer's request cannot be processed.

The information entered allows, where required, communication by email providing information about this offer and other commercial operations by the online shop or about the programme, news and offers relating to SARL Société d'Alexandra Senes. In this context, the legal basis for processing the Customer's personal data is either contractual, when it involves the management of his/her order,or based on the Customer's consent when it involves his/her registration for the sending of information. The data will be conserved for three years (ten years for invoice-related data) and are intended for the SARL Société d'Alexandra Senes and its partners, where appropriate. In accordance with the "Information Technology and Liberties" law dated January 6 1978 (as amended) and European Regulation 2016/279 dated April 27th 2016, known as the "General Data Protection Regulation", the Customer has a right to access to and rectification, restriction, portability and erasure of his/her data. A Customer wishing to exercise these rights should send an email to the following address: support@kilometre.paris, or a letter to SARL Société d'Alexandra Senes – 31 Rue Malar – 75007 Paris – France, accompanied by a copy of a proof of identity. Finally, the Customer has the right to make a complaint to the CNIL (French National Commission on Information Technology and Liberty), the controlling authority responsible for compliance with obligations in relation to the protection of personal data.

Article 9. Miscellaneous

9.1. In the event that any of the terms in these terms and conditions should be considered illegal or unenforceable by a decision of justice, the other provisions will remain in force.

9.2. In application of Articles 1366 et seq. of the French civil Code and, if applicable, Article L.110-3 of the French Commercial Code, the information provided on the Site or on the

subscription form is admissible between the parties. Information delivered by the SARL Société d'Alexandra Senes computer systems is considered to have the validity accorded to an original, meaning a written paper document signed by hand.

9.3. Failure by the Customer to comply with the obligations that form part of the present General Conditions of Sale, and in particular in respect of any incident relating to the payment for an order, may lead to the cancellation of that order when it has been made via the subscription form or, for orders made using the Site, the suspension of access to the Site's services or the closure of the Customer's account depending on the gravity of the incident, without prejudice to any damages and interests that may be claimed by the Karolina.Paris. As a consequence, the Karolina.Paris reserves the right to refuse any further order from a Customer with whom such a dispute exists.

9.4 The intellectual property rights attached to the Products being sold are, and remain, the exclusive property of SARL Société d'Alexandra Senes. With the exception of provisions to the contrary to the benefit of the SARL Société d'Alexandra Senes, all rights of exploitation are exclusively reserved to it. Under these conditions, no one is authorised to reproduce, exploit, disseminate or use for any reason whatsoever, even partially, the intellectual property rights of SARL Société d'Alexandra Senes without its prior written agreement.

The trademark and logo KILOMETRE belongs to SARL Société d'Alexandra Senes and is registered trademark. As a consequence, any unauthorised reproduction will be considered to be a counterfeit.

Article 10. Applicable law

The present terms and conditions of sale will be executed and interpreted in accordance with French law. In the event of any dispute, the Customer should initially contact the SARL Société d'Alexandra Senes in order to reach an amicable solution. In the absence of an amicable solution, the French courts alone will be competent.

Detachable return (article 5) or withdrawal (article 4) form.

To the attention of :

31 Rue Malar, 75007, Paris

I hereby notify you:

☐ my wish to return the product below, in application of article 5 and wish

☐ an exchange

☐ a refund

Reason for return:

....

☐ my request for withdrawal from the contract (article 4) relating to the sale of the product below:

Product(s) name(s)

Amount : ....

Ordered on: ..... / ..... / .....

Received or withdrawn on: ..... / ..... / .....

Order number : ....

Customer's Name and Address:

....
....
....
.....

Address of consumer(s):

....
....
....
.....

E-mail address:

....

Telephone number: ....

For any refund request, please attach a bank details or your bank details (IBAN / BIC / Name of bank / Name of account holder)

Date and signature : ...../...../.....

SARL Société d'Alexandra Senes implements data processing for the purpose of order management and follow-up, delivery, payment, customer relations.

The Customer must register prior to an order or when ordering on the Site. The data identified by an asterisk are compulsory; in their absence, the Customer's request cannot be processed.

The information entered may allow, if necessary, the sending of communications by email informing about the offer and the commercial operations of SARL Société d'Alexandra Senes. In this context, the legal basis for processing the Customer's personal data is either contractual when it comes to managing their order,or based on the Customer's consent with regard to their registration for sending communications. These data are kept for 3 years (10 years in the case of billing data) and are intended for the SARL Société d'Alexandra Senes services as well as their partners if applicable. In accordance with the law of January 6, 1978 modified known as "Computing and Liberties" and the European regulation 2016/679 of April 27, 2016 known as "General Regulation on Data Protection", the Customer has a right to its data access, rectification, limitation, portability and erasure. If he wishes to exercise his rights, he must send an email to the following address: support@kilometre.paris, or a letter to SARL Société d'Alexandra Senes – 31 Rue Malar – 75007 Paris – France, accompanied by a copy of a proof of identity. Finally, the Customer has the right to make a complaint to the CNIL (French National Commission on Information Technology and Liberty), the controlling authority responsible for compliance with obligations in relation to the protection of personal data.