

## PEGGY SAGE SAS TERMS & CONDITIONS

### Article 1. Preamble

The present Terms and Conditions (hereinafter "T&Cs") are concluded between PEGGY SAGE SAS:

Company registration number: 0544.330.643

Status: Active

Since 1 March 1995

Corporate name: PEGGY SAGE SAS

Address (head office): RUE DES HERONS CENDRES 295, 74130 BONNEVILLE, France

Phone number: +33 (0)4 50 97 43 82

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Email: [andree.franco@peggysage.com](mailto:andree.franco@peggysage.com)

(hereinafter "PEGGY SAGE" or "the Seller") and any adult natural person wishing to make a purchase on the Site for their personal requirements (hereinafter "the Buyer"). These T&Cs are intended to define the general and specific conditions applicable to any purchase of goods by the Buyer on the Site (hereinafter the "Order"). They shall apply, without restriction or reservation, to all sales of products proposed by PEGGY SAGE on its Site.

Accordingly, the fact of ordering a product proposed for sale on the PEGGY SAGE Site implies full and complete acceptance of these T&Cs and of the "Personal data and Cookies" charter, which the Buyer acknowledges having read and understood prior to placing their Order.

PEGGY SAGE reserves the right to modify these T&Cs at any time without notice. The Buyer is therefore asked to agree to the PEGGY SAGE T&Cs before continuing with the placing of their Order. Nevertheless, the T&Cs applicable to the Order shall be those accepted by the Buyer at the time of placing the Order.

### Article 2. Products

#### 2.1. Product characteristics

The Buyer can read all about the essential characteristics of the products offered for sale by PEGGY SAGE on the Site.

The products sold by PEGGY SAGE are aimed at non-professional customers for their personal use. PEGGY SAGE takes the greatest of care with the visual representations of the products featuring on the Site. However, on account of the computer processing of the images and despite all the care taken in the creation of these visual representations, the dimensions and/or hues and/or packaging of the products may be slightly different from reality.

These visual representations are for illustration only, and in the event of any difference between the image and the description on the product data sheet, the description on the product data sheet shall always take precedence.

## **2.2. Product availability**

The offers presented on the Site shall be valid, unless a specific duration is stated to the contrary, for as long as the products are included in the electronic catalogue and for as long as stocks last.

Whatever the case, and in the event of the total or partial unavailability of products after placing the Order, the Buyer shall be informed by email as soon as possible of the unavailability of the product(s) and of the total or partial cancellation of their order. In this case, the Buyer shall be reimbursed the price of the unavailable product(s) as soon as possible.

## **2.3. Product conformity**

The products sold on the Site shall comply with the regulations in force concerning personal health and safety, fair trading and consumer protection, from the moment they are released to market.

## **Article 3. Prices**

The prices of the products sold on the Site are given in euros and inclusive of VAT. The prices are those applicable at the moment of Order confirmation by the Buyer. They are valid in mainland France, Corsica and Monaco, and in Belgium.

The prices do not include the shipping costs, which are invoiced on top of the price of the products and stated to the Buyer before the Order is registered.

The selling prices of the products can be modified by PEGGY SAGE at any time. However, the prices invoiced shall be those applicable when the Buyer confirms their Order, subject to the availability of the products ordered.

Any customs duties or local taxes shall be wholly payable by the Buyer.

## **Article 4. Order**

### **4.1. Concluding the contract**

To place an Order, the Buyer adds the desired product(s) to "My Cart" by clicking on the button for this purpose, having first chosen the quantity and/or colour of the desired product(s).

The content of the cart can be accessed at any time by clicking on the "My Cart" button and "Go to the cart" on each page of the Site. The Buyer can modify the quantities and delete products if required.

Once the products and quantities are selected, the Buyer clicks on the "Proceed to checkout" button and provides the information concerning delivery and means of payment.

Before clicking on the "Place the order" button, the Buyer can check the details of their Order and its total price (including delivery costs) and go back to previous pages to correct any errors. After

checking and confirming the Order, the Buyer is redirected to the payment page to proceed with payment according to the chosen means of payment.

The Order confirmation signals the full and complete acceptance of the present T&Cs and constitutes the contract.

An email acknowledging receipt of the Order and its payment is promptly sent to the Buyer by PEGGY SAGE.

We remind you that the products proposed for sale on the Site are meant for a clientele of private consumers for non-professional use. As such, PEGGY SAGE reserves the right to refuse any Order whose volume, number of items or amount does not correspond to the average usual usage of a private individual and whose characteristics are such as to justify PEGGY SAGE suspending the order, pending receipt of proofs guaranteeing that the products are indeed being acquired for the personal needs of the Buyer.

PEGGY SAGE also reserves the right to refuse any Order in the event of a dispute concerning the payment of a previous Order by the Buyer, or in the case of payment authorisation refusal from the banking organisations.

#### **4.2. Order modification**

Any Order modification by the Buyer after the Order has been confirmed is subject to acceptance from PEGGY SAGE.

#### **4.3. Unavailability of ordered products**

In the event of the total or partial unavailability of products after the Order has been placed, the Buyer shall be informed of this as soon as possible.

In the event of total cancellation of the Order:

- The Buyer's Order shall be automatically cancelled and their bank account shall not be debited.
- PEGGY SAGE customer services shall contact the Buyer to inform them of the cancellation of their Order.

In the event of the partial cancellation of the Order:

- The Buyer's Order shall be validated and their bank account shall be debited for the entire Order.
- The Buyer shall receive delivery of the available products.
- The Buyer shall be reimbursed the price of the unavailable ordered product(s) as soon as possible, and in any case no later than 14 days from the payment of their remittance.

The price shall be payable in full after confirmation of the Order.

## **Article 5. Payment**

The following means of payment are accepted:

- Bank card

The bank cards accepted on the Site are the following: Carte Bleue, Visa, Mastercard.

The bank card shall be debited for the total amount of the Order immediately upon confirmation. In the case of partial delivery, the bank card used for the purchase shall be re-credited with the amount of the unavailable items. A supplementary delivery conditional upon the resupply of the missing items shall be proposed.

Online payments shall be secured using the SECURE 3D security system of BNP PARIBAS.

In the event of a dispute or payment refusal by the officially accredited banking organisations, PEGGY SAGE reserves the right to suspend or cancel delivery of the Order, and to refuse or cancel any Order from a Buyer with whom there is an ongoing dispute relating to the payment or the return of an Order.

- PayPal

The Buyer can use their PayPal account to pay for their Order. Once the Order is completed and the PayPal method selected as means of payment, the Buyer shall be transferred to the PayPal site to settle their Order.

For each transaction conducted using this method, a confirmation email shall be sent by PayPal to the Buyer. The Order amount shall be debited from the PayPal account as soon as the Order is collected by the shipper. When the Order is entered on the Site, an authorisation request shall simply be submitted to check availability of funds on the Customer's PayPal account, without debiting the account. In the event of the Order being cancelled, the amount shall be reimbursed to the Buyer's PayPal account.

## **Article 6. Delivery**

### **6.1. General rules**

As soon as their Order is dispatched, the Buyer shall receive an email including the package reference, the address and the delivery arrangements.

Deliveries shall be made within mainland France only (including Corsica and Monaco), and in Belgium.

Not all delivery modes shall be proposed for all products. It may be that certain delivery modes, in particular "Click & Collect" delivery, may not be proposed to the Buyer for their Order.

### **6.2. Delivery arrangements**

#### **6.2.1. Delivery to the home**

Delivery to the home may be conducted by BPost or by another selected haulier. In this case, the delivery deadline shall be a maximum of 10 days from the date of dispatch of the Order.

The Buyer can track the progress of their package either via the URL communicated to them in the email informing them of the dispatch of their package, or directly by connecting to their personal area on the Site.

Any Order not received at the address provided by the Buyer thirty days after dispatch shall be considered lost. In this case, PEGGY SAGE undertakes to re-dispatch the Order to the Buyer, subject to the availability of the ordered products, or to reimburse all or part of the products no longer in stock.

#### 6.2.2. Delivery to a collection point ("Point Relais")

When delivering to a collection point ("Point Relais"), PEGGY SAGE undertakes to deliver the products within a maximum of 10 days from the Order shipment date.

The Buyer's package shall be deposited at the collection point chosen by the Buyer when ordering. The Buyer shall be informed when their package is available for collection in the selected collection point by email and/or text message.

Upon receipt of the Order confirmation email, the Buyer shall have a period of 15 days in which to pick up their package. Once this deadline has expired, the Order shall be cancelled. The Buyer shall be reimbursed the amount of their Order.

In the event of the total or partial unavailability of the Order, the Buyer shall receive an email informing them of the cancellation of their Order. The Buyer shall then be asked to place their Order once again on the Site, choosing a different mode of delivery.

### **Article 7. Legal right of cancellation**

#### **7.1. Legal right of cancellation and cooling-off period**

Pursuant to article VI.47 of the Belgian Code of Economic Law, the Buyer shall have fourteen (14) days from receipt of the package to exercise their legal right of cancellation without the need to justify their decision or pay any penalties, with the exception of the return costs for the product(s).

Pursuant to article VI.53 of the Belgian Code of Economic Law, the right of cancellation cannot be exercised for:

- Sealed goods that cannot be returned for reasons of hygiene or health protection and which have been unsealed by the consumer after delivery
- Goods that have been manufactured according to the specifications of the consumer or have been clearly personalised

In the event of a discrepancy between the returned items and the enclosed invoice, PEGGY SAGE reserves the right not to proceed with any reimbursement.

## **7.2. How to exercise the right of cancellation**

A Buyer wishing to exercise their right of cancellation must inform PEGGY SAGE Customer Services thereof within fourteen (14) days starting from the day after the Order is received. To do this, the Buyer can in particular use the cancellation form included in the appendix to these T&Cs and return it by registered letter with acknowledgement of receipt to the following address: Ste PEGGY SAGE SERVICE CONSOMMATEUR 295 Rue des Hérons Cendrés F-74 130 Bonneville, or by email to the following address: [retractation@peggysage.com](mailto:retractation@peggysage.com).

A Buyer wishing to exercise their right of cancellation shall return the product(s) in the original packaging, within fourteen (14) days of sending the cancellation form, to the following address: Ste PEGGY SAGE Service consommateur 295 Rue des Hérons cendrés F-74 130 Bonneville.

The product return costs shall be borne by the Buyer.

## **Article 8. Product warranties – After-sales service**

### **8.1. Legal warranties**

#### **8.1.1. Legal warranty of conformity**

The products sold on the Site benefit from the legal warranty of conformity stipulated in article 1649 quater of the Belgian Civil Code.

The legal warranty of conformity is applicable independently of any sales warranty that may have been granted.

#### **8.1.2. Legal warranty against hidden defects**

The products sold on the Site benefit from the legal warranty against hidden defects as stipulated in articles 1641–1649 of the Belgian Civil Code.

#### **8.1.3. Terms of implementation of the legal warranties**

Under the terms of the legal warranty of conformity, PEGGY SAGE undertakes, at the Buyer's choice, either to reimburse the Buyer or exchange the products that are defective or do not correspond to the Buyer's Order, provided that the Buyer acts within a period of two (2) years of delivery of the product(s). The Buyer is exempted from having to provide proof of the existence of the conformity defect in the six (6) months following delivery of the goods.

Under the terms of the legal warranty against hidden defects, the Buyer can choose between cancellation of the sale or a reduction in the sale price, in accordance with article 1644 of the Belgian Civil Code.

For any request relating to the implementation of the legal warranty, the Buyer can contact Customer Services.

## **8.2. Commercial warranty**

Any warranties that may be attached to the items sold on the Site, and the conditions and terms of implementing these warranties, are presented on the description sheets in the technical characteristics. These correspond to the warranties granted by suppliers and vary from six months to two years depending on the supplier. They only cover manufacturing defects and not problems linked to impact damage or incorrect use of the product by the Buyer.

## **8.3. After-sales service**

Any claims made under the terms of the warranties must be sent to the after-sales service by email to the following address: sav@peggysage.com, or by postal mail to the following address: PEGGY SAGE SAS - 295 Rue des Hérons Cendrés – F-74 130 BONNEVILLE.

The products covered by the warranties must be returned in their original packaging or, failing that, in suitable packaging for transport, accompanied by the manuals and any accessories along with a legible copy of the invoice.

The Buyer shall be reimbursed the costs of returning the product(s) upon presentation of proof of purchase.

Upon receipt of the product(s), in the event of inconsistency between the problem observed by the PEGGY SAGE technicians and the word of the Buyer, PEGGY SAGE reserves the right not to send the item for repair nor to exchange it. If the Buyer wishes to recover their damaged or defective item, they can request this by email or postal mail (using the addresses stated above). In this case, the re-shipment costs shall be borne by the Buyer.

Once repaired or exchanged, PEGGY SAGE shall return the item at its own expense to the address stated by the Buyer.

If the warranty period has expired or if the item is not covered by a warranty, PEGGY SAGE may propose, depending on the item, to issue a quote at the Buyer's expense. In this case, the return and repair costs shall be borne by the Buyer.

## **Article 9. Liability**

PEGGY SAGE shall not under any circumstances be held liable for damages of whatsoever nature that may result from incorrect use of the products by the Buyer.

Likewise, PEGGY SAGE shall not be held liable in the case of non-performance or incorrect performance of the contract due to the action of a third party or a case of force majeure.

## **Article 10. Intellectual property**

The PEGGY SAGE trademark, along with all content featuring on the Site (images, illustrations, audio, text, graphic items, charter, etc., including software, databases and newsletters)

(hereinafter the "Content") are and shall remain the exclusive property of PEGGY SAGE or of the holder of the intellectual property rights concerned. Any reproduction, total or partial, modification or use of the Content on whatsoever medium without the express, written and prior agreement of PEGGY SAGE is strictly prohibited. In particular, the Buyer shall refrain from any reproduction, republishing, quotation, slavish copying or any other imitation of the products, packaging and trademarks concerned without the express, written and prior agreement of PEGGY SAGE.

#### **Article 11. Personal data – Cookies**

PEGGY SAGE shall collect the personal data of the Buyer, who is duly informed that this automated processing of data has been subject to a declaration to the CNIL (French Data Protection Authority) (Declaration No. 1974204v0).

The purposes, recipients and conditions for the collection and processing by PEGGY SAGE of the Buyer's personal data and the Buyer's rights with regard to this processing of personal data are described in the "Personal data and Cookies" charter to be found on the Site.

In accordance with the Belgian Privacy Act of 8 December 1992, the Buyer has the right to access and rectify their personal data via the Site in the "My account" section.

#### **Article 12. Combating fraud**

In the effort to combat fraud, PEGGY SAGE may carry out automatic checks of the information provided, such as invoicing, delivery and banking details.

#### **Article 13 – Complaints**

For any complaints the Buyer can contact PEGGY SAGE Customer Services:

- Either, by telephone, on +33 (0)4 74 26 76 56 (standard call cost from a landline), Mondays to Saturdays, 9 AM – 7 PM for mainland France;
- Or, by letter to the following address: Service Web – PEGGY SAGE SAS – 295 rue des Hérons Cendrés – F-74130 BONNEVILLE;
- Or, by email to the following address: [reclamations@peggysage.com](mailto:reclamations@peggysage.com).

#### **Article 14 – Disputes – Applicable law**

Depending on the country in which your usual place of residence is located, these T&Cs and, more generally, the contractual relations between PEGGY SAGE and the Buyer, are subject to French or Belgian law.

In the event of any dispute relating to these T&Cs and/or to the existence, interpretation,

performance or breach of the contract concluded between PEGGY SAGE and the Buyer, an amicable solution shall be sought before any legal action is pursued.

It is stipulated that the prior attempt to find an amicable solution shall not under any circumstances interrupt the legal warranty period.

In the event of rejection of the complaint by the Peggy Sage customer services or failing any response from customer services within a period of two months, the Buyer can also file a complaint concerning the sale of a product bought on the Site with the European Consumer Centre, provided the eligibility conditions of the Buyer's complaint are met. For information about these conditions and to contact the Centre, the Buyer can visit the site of the Belgian ECC at the following address: <http://www.cecbelgique.be/>.

The Buyer can also consult the European platform for the settling of consumer disputes set up by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>.

Any dispute relating to these T&Cs and/or the existence, interpretation, performance or breach of the contract concluded between PEGGY SAGE and the Buyer, failing an amicable solution, shall be subject to the exclusive jurisdiction of the French or Belgian courts, depending on the country in which you are domiciled.

**Appendix: Cancellation form**

For the attention of: PEGGY SAGE SAS – 295 rue des Hérons Cendrés – F-74130

BONNEVILLE

Email: retractation@peggysage.com

Attention: the cancellation right does not apply for products that have been unsealed after delivery, for those that cannot be returned for reasons of hygiene and health protection, and for those that have been manufactured according to the specifications of the consumer or have been clearly personalised.

I hereby notify you of my cancellation of the contract relating to the sale of the following product(s):

Date of order:

Date of receipt:

Order No.:

Surname and forename of consumer:

Address of consumer:

Date:

Signature of consumer (only in the event of this form being submitted on paper):