

## **GTCS of PEGGY SAGE B2C (SWITZERLAND)**

### **Article 1. Preamble**

These General Terms and Conditions of Sale (hereafter "GTCS") have been entered into between PEGGY SAGE SA Rue de la Croix d'Or 27 1204 Genève Suisse (hereafter "PEGGY SAGE" or "the Seller") and any individual wishing to buy on the Website for personal purposes (hereafter "Buyer"). They aim to set out the general and special terms and conditions applicable to any purchase of goods by the Buyer on the Website (hereafter "Order"). They shall apply without restriction to all sales of products offered by PEGGY SAGE on its Website.

Consequently, the act of ordering a product offered for sale on PEGGY SAGE's Website implies full acceptance of these GTCS as well as the "Personal data and Cookies" charter, which the Buyer acknowledges having read before placing their Order.

PEGGY SAGE reserves the right to amend these GTCS at any time, without notice. As a result, the Buyer is invited to regularly check PEGGY SAGE's GTCS. Nevertheless, the GTCS applicable to the Order shall be those accepted by the Buyer at the time of the Order.

### **Article 2. Products**

#### **2.1. Product characteristics**

The Buyer can read the essential characteristics of the goods offered for sale by PEGGY SAGE on the Website.

The products sold by PEGGY SAGE are intended for non-professional customers, for their personal use. PEGGY SAGE puts a lot of care into the images of the products it provides on the Website. However, due to the digital image processing and in spite of all the care that goes into those images, the sizes and/or colors and/or packaging of products may be slightly different from the reality.

These images are for illustration purposes only and in case of difference between the image and the description on the product sheet, the description on the product sheet shall be binding.

#### **2.2. Availability of products**

The products on offer on the Website are valid, unless a specific duration to the contrary is stated, as long as they appear in the electronic catalogue and while stocks last.

In any case, where products are totally or partly unavailable after an Order is placed, the Buyer will be accordingly informed by email as soon as possible and about the total or partial cancellation of their order. In that event, the Buyer shall be refunded the price of the unavailable product as soon as possible.

#### **2.3. Product conformity**

The products sold on the Website meet applicable requirements respecting the safety and health of persons, fair trading and consumer protection at the time they are placed on the market.

### **Article 3. Prices**

The prices of products sold on the Website are indicated in CHF, tax inclusive. Prices are those applicable at the time the Buyer Confirms the Order. They shall be valid in Switzerland and Liechtenstein.

The prices do not include shipping charges, which shall be invoiced in addition to the price of products and indicated to the Buyer before the Order is recorded.

PEGGY SAGE may change the selling price of products at any time. However, invoicing shall be based on the price applicable at the time the Buyer confirms the Order, subject to the ordered products being available.

### **Article 4. Order**

#### **4.1. Conclusion of the agreement**

To place an Order, the Buyer shall add the desired products to "My Cart" by clicking on the appropriate button, making sure to first select the quantity and/or color of the desired product.

The cart's content can be accessed at any time by clicking on the "My Cart" button on each page of the Website. The Buyer may change quantities and remove products if necessary.

After selecting products and quantities, the Buyer clicks on the "Complete my Order" button and provides the required information on delivery and payment method.

Before clicking on the "Place Order" button, the Buyer has the option of checking the details of their Order and its total price (including delivery charges), as well as of returning to the previous page to correct any errors. After checking and confirming the Order, the Buyer is redirected to a payment page where they can make a payment based on the method selected.

Confirmation of the Order implies full acceptance of the GTCS and constitutes the agreement.

PEGGY SAGE sends the Buyer an email acknowledging receipt of the Order and its payment as soon as possible.

It is recalled that the products offered for sale on the Website are intended for individual customers for non-professional use. As such, PEGGY SAGE reserves the right to reject any Order where the volume, number of references or amount of which do not match the average habitual use of an individual and has characteristics tending to justify that PEGGY SAGE suspend the order pending justification, thereby guaranteeing that the products are being purchased to meet the Buyer's personal requirements.

PEGGY SAGE also reserves the right to refuse any Order in case of dispute regarding payment by the Buyer of a previous Order or where banking institutions refuse to authorise payment.

#### **4.2. Changes to Orders**

Any change to an Order by the Buyer after confirmation shall be subject to acceptance by PEGGY SAGE.

### **4.3. Unavailability of orders products**

Where products are totally or partially unavailable after an Order is placed, the Buyer shall be accordingly informed as soon as possible.

If the Order is totally cancelled:

- The Buyer's Order shall be automatically cancelled and their bank account shall not be debited,
- PEGGY SAGE's Customer Service shall contact the Buyer to inform them that their Order has been cancelled and to propose that they renew their Order, except where the product is unavailable.

If the Order is partially cancelled:

- The Buyer's Order will be approved and their bank account debited the full amount of the Order,
- The Buyer shall be delivered the available products;
- The Buyer will be refunded the price of the ordered, but unavailable product as soon as possible but no later than within 30 days of payment of the amount they paid.

The price shall be payable in full after the Order is confirmed.

### **Article 5. Payment**

The following payment methods are accepted:

- Bank card

The following bank cards will be accepted on the Website: EC, Visa, MasterCard.

The bank card will be debited the full amount of the Order immediately following confirmation. In case of partial delivery, the bank card that was used for the purchase will be re-credited the amount for unavailable products. Additional delivery subject to the re-stocking of the missing items will be offered.

On-line payments are secure through the 3D SECURE security system put in place by ConCardis.

If there is a dispute or officially accredited payment institutions refuse to authorise payment, PEGGY SAGE reserves the right to suspend or cancel delivery of the Order, as well as to refuse or cancel any Order from a Buyer with whom there is an ongoing dispute concerning payment or the return of an Order.

#### **PayPal**

The Buyer may use their Paypal account to pay for their Order. Once the Order is completed and the PayPal payment method selected, the Buyer is directed to the PayPal website to pay for their Order.

After each transaction using this method, a confirmation email is sent by PayPal to the Buyer. The amount for the Order is debited from the PayPal account at the time the carrier processes the Order. When entering the Order on the Website, an authorisation request will be simply made to check whether or not there are funds in the customer's Paypal account; no debit will be made. If the Order is cancelled, the amount is refunded into the Buyer's PayPal account.

PEGGY SAGE reserves the right to terminate the agreement and demand that products be returned in the event of non-payment.

A detailed invoice will be accessible from the customer area and a delivery slip will be attached to the package. Also, this information will remain available for printing for six months from the dispatch of the Order from "My account" in the Buyer's personal area on the Website.

A complete invoice will be provided when the product is collected/delivered.

## **Article 6. Delivery**

### **6.1. General rules**

At the time of dispatching their Order, the Buyer will receive an email containing the package's reference, address and delivery method.

Deliveries are only made to Switzerland and Liechtenstein.

All delivery methods are not available for all products. It is therefore possible for some delivery methods, in particular "Click & Collect", to not be available to a Buyer for their Order.

### **6.2. Delivery methods**

#### **6.2.1. Home delivery**

Home delivery can be made via by mail or any other selected carrier. In this case, delivery time is within no more than 10 days from the dispatch of the Order.

The Buyer can track their package either via the url sent to them in the email informing them of the dispatch of the their package, or directly by logging onto their personal area on the Website.

Any Order not received at the address provided by the Buyer thirty days after the dispatch shall be considered lost. In that event, PEGGY SAGE undertakes to dispatch the order once more to the Buyer subject to the ordered products being available, or to refund all or part of products that are out of stock.

#### **6.2.2. Delivery to store**

"Click & Collect" delivery is when the Buyer or Order recipient has to come and pick up, then pay for the package they ordered, paid online or not on the Website, from one of the PEGGY SAGE stores that offer this delivery method.

When the Buyer chooses this delivery method on the Website, his Order is confirmed by email. When the order is prepared and ready to be collected at the store, the Buyer receives an email.

Upon receiving the Order confirmation email, the Buyer is allowed 7 days within which to pick up their package. After this time-limit, the Order is cancelled. The Buyer is refunded the amount of his Order, if he has paid online.

Should a product be unavailable, the Buyer will be reached by phone and suggested another option : entire or partial cancellation of the order or replacement of the missing product.

Should the Buyer choose to cancel the entire order, the Buyer can place the order online again and choose another delivery mode.

## **Article 7. Product warranties – After-sales service**

### **7.1. Warranties on product defect**

#### 7.1.1. Warranty on product defect

The products sold on the Website are covered by the product defect warranty set out in Articles 197 et seq. of the Code of Obligations.

The product defect warranty shall apply irrespective of any commercial warranty granted.

#### 7.1.2. Warranty on product defects fraudulently hidden and fraud on the Seller's part

The products sold on the Website are covered by the warranty on product defects fraudulently hidden from the buyer and fraud on the seller's part provided in Articles 199 and 203 of the Code of Obligations.

#### 7.1.3. Procedures for the implementation of product defect warranties

Under the product defect warranty, PEGGY SAGE undertakes, at the Buyer's choice, to refund or exchange any product that is defective or that does not match their Order, subject to the Buyer taking action within two (2) years of the delivery of the product or products. This time limit shall not apply if it is proven that the seller intentionally misled the buyer, in accordance with Art. 210(6) of the Code of Obligations.

The Buyer is under the obligation to check the condition of the product received as soon they can after following the normal course of business; if they detect defects guaranteed by the seller, they must inform it accordingly without delay, except in case of defects that the seller could not detect through the usual checks.

In the case of claims relating to the implementation of the product defect warranty, the Buyer can contact Customer Services.

## **7.2. Commercial warranty**

Any warranties on the items sold on the Website, as well as the conditions and procedures for the implementation of the warranties are set out in the descriptions in the technical specifications. They correspond to the warranties granted by suppliers and range from six months to two years depending on the supplier. They cover manufacturing defects and not problems related to shock or improper use of the product by the Buyer.

## **7.3. After-sales service**

Claims under the warranties must be emailed to the After-sales service at [sav@peggysage.com](mailto:sav@peggysage.com) or mailed to one of the following addresses:

For French-speaking Switzerland: Peggy Sage CC AR Center Route de Montfleury, 1 1214 Vernier Switzerland

For German-speaking Switzerland: Peggy Sage Löwenstrasse, 29 8001 Zürich Switzerland

The products covered by the warranties must be returned in their original packaging or, if this is not possible, in packaging that is suitable for transportation, along with any manuals and accessories, as well as a legible copy of the receipt.

The Buyer will be refunded the cost of returning the product or products returned upon presenting a supporting document.

Upon receiving the product or products, in case of inconsistency between the problem noted by PEGGY SAGE technicians and the Buyer's assertions, PEGGY SAGE reserves the right to not send the item for repair nor exchange it. If the Buyer wants to get back their damaged or defective item, they may request accordingly by email or by post (addresses indicated above). In that case, charges for re-dispatching the item will be borne by the Buyer.

Once repaired or exchanged, PEGGY SAGE shall re-dispatch the item at its expense to the address indicated by the Buyer.

If the time limit placed on the warranty has passed or if the item is not covered by a product defect warranty, PEGGY SAGE, depending on the item, may offer drawing up an estimate at the Buyer's expense. In that case, charges for return or repair will be borne by the Buyer.

## **Article 8. Liability**

PEGGY SAGE may in no case whatsoever be held responsible for any damage that may result from the inappropriate use of products by the Buyer.

Similarly, PEGGY SAGE shall not be held liable in case of non-performance or improper performance of the agreement due to the fault of a third party or in the event of force majeure.

## **Article 9. Intellectual Property**

The PEGGY SAGE brand, as well as all the content of the Website (images, illustrations, sounds, texts, graphics, charter, etc., including software, data bases and newsletters) (hereafter "Content") are and

remain the exclusive property of PEGGY SAGE or of the owner of the intellectual property right concerned. Any full or partial copy, modification or use of the Content on any medium whatsoever without the explicit, prior and written consent of PEGGY SAGE is strictly forbidden. In particular, the Buyer shall abstain from any reproduction, republication, quotation, slavish or other copying of the products, packaging and brands in question without the explicit, written and prior consent of PEGGY SAGE.

#### **Article 10. Personal data – Cookies**

PEGGY SAGE collects the Buyer's personal data. The latter is informed that the automatic processing of data has been reported to the competent authorities.

The purpose, recipients and conditions under which PEGGY SAGE collects and processes the Buyer's personal data, as well as the Buyer's rights in respect of the personal data processing are described in the "Personal data and Cookies" charter on the Website.

In accordance with Federal law on data protection (LPD) of 19 June 1992, the Buyer has the right to access and correct their personal data through the Website under "My account".

#### **Article 11. Fraud prevention**

As part of fraud prevention efforts, PEGGY SAGE may automatically verify the information provided, such as billing, delivery and bank details.

#### **Article 12. Complaints**

In case of a complaint, the Buyer can contact PEGGY SAGE Customer Services:

- For French-speaking Switzerland: from Monday to Saturday from 9:00am to 6:00pm

By telephone on 022 341 46 13

By mail to the following address: Peggy Sage CC AR Center Route de Montfleury, 1 1214 Vernier Switzerland

Or by email to: [arcenter@peggysage.com](mailto:arcenter@peggysage.com).

- For German-speaking Switzerland and Liechtenstein: from Monday to Saturday from 9:00am to 6:00pm

By telephone on 044 221 93 34

By mail to the following address: Peggy Sage Löwenstrasse, 29 8001 Zürich Switzerland

Or by email to: [zurich@peggysage.com](mailto:zurich@peggysage.com).

#### **Article 13 – Disputes– Applicable law**

These GTCS and more generally the contractual relationship between PEGGY SAGE and the Buyer are subject to the Swiss law as the law governing the agreement within the meaning of Art. 116(1) Federal law on private international law (LDIP).

In case of a dispute relating to these GTCS and/or to the existence, interpretation, enforcement or termination of the agreement entered into between PEGGY SAGE and the Buyer, an amicable solution shall be sought before any legal action.

It is specified that the attempt to reach an amicable solution shall not interrupt in anyway whatsoever the legal or contractual warranty period.

Any dispute relating to these GTCS and/or to the existence, interpretation, enforcement or termination of the agreement entered into between PEGGY SAGE and the Buyer, unless an amicable settlement is reached, shall fall within the exclusive jurisdiction of Swiss courts, (a) that of the Seller's address for service in Geneva, Switzerland, or at the Seller's residence where proceedings are initiated by the Buyer; (b) that of the Buyer's residence where proceedings are initiated by the Seller.