

Terms & Conditions

Updated on the 03/12/2020

Preamble

The website www.valentinegauthier.com allows VALENTINE GAUTHIER to offer clothes and accessories for sale under the brand name VALENTINE GAUTHIER (hereinafter referred to as the "Products") to any individual or legal entity wishing to make a purchase via the Valentine Gauthier website (hereinafter referred to as "the buyer").

It is released by the company VALENTINE GAUTHIER DIFFUSION (hereinafter referred to as "VALENTINE GAUTHIER"), a limited liability company with a capital of 87,100 Euros, whose head office is located at 88 Boulevard Beaumarchais 75011 PARIS, registered with the Paris Trade and Companies Registry under number 51075288400039.

According to the French Data Protection Act of January 6, 1978, reinforced and supplemented by the RGPD (general regulations on data protection) which came into effect on May 25, 2018, the Customer has, at any time, a right of access, rectification, opposition, deletion and portability of all his personal data by writing, by mail and by proving his identity, to the address of the Seller, mentioned above.

Num.: +33 (0)1 75 57 14 33

Mail : rivedroite@valentinegauthier.com

Article 1. Subject

The following conditions of sale are intended to define the contractual relationship between VALENTINE GAUTHIER and the buyer and the applicable terms and conditions for any purchase made through the VALENTINE GAUTHIER website, whether the buyer is a professional or a consumer.

The acquisition of a good or service through this site implies the buyer's unreserved agreement to these terms and conditions of sale.

These conditions of sale will prevail over any other general or special conditions not expressly approved by VALENTINE GAUTHIER.

VALENTINE GAUTHIER reserves the right to modify its conditions of sale at any time. In this case, the applicable terms and conditions will be those in effect on the date of the purchaser's order.

Article 2. Product information

Despite the care given to the items presented on the website, VALENTINE GAUTHIER cannot guarantee that their actual appearance corresponds exactly to their appearance on the website. VALENTINE GAUTHIER cannot be held responsible for non-substantial errors that may occur.

VALENTINE GAUTHIER reserves the right to withdraw items from sale at any time. In case of unavailability of one of the items, the customer will be informed as soon as possible by customer service. In case of unavailability of one or more items, the customer will be reimbursed by credit card or on his PayPal account and will be able to proceed with a new order.

Article 3. Prices

The prices listed on the catalog are inclusive of tax in euros, including the VAT applied on the day of the order; any change in the rate may be reflected on the price of products or services.

VALENTINE GAUTHIER reserves the right to modify its prices at any time, however, being understood that the price appearing in the catalog on the day of the order will be the only one applied to the buyer.

The prices indicated include order processing fees, but do not include shipping and delivery costs.

Article 4. Geographical area

VALENTINE GAUTHIER delivers its products all over the world. The shipping and returns policy is detailed on the eponymous section. Shipping fees include a contribution to preparation and packaging costs as well as mailing costs. These fees are indicated on the " Cart " section and are conditional to the buyer's approval before each order is validated. For shipments outside Europe, all possible fees for customs duties remain the responsibility of the buyer.

Article 5. Orders

The buyer, who wishes to purchase a product or service must obligatorily:

- validate his order after checking it;
- fill in the registration form on which he will indicate all the requested information;

- make the payment according to the conditions provided.
By confirming the order, the buyer accepts these terms and conditions of sale, acknowledges having perfect knowledge of them and renounces the right to invoke his own terms and conditions of purchase or other conditions.
All the data provided and the registered confirmation will be worth proof of the transaction. The confirmation will be worth signature and acceptance of the operations carried out.
The seller will communicate by e-mail confirmation of the registered order.
-In normal periods, expect a delay of 24 to 48 hours for the preparation of the order.
This period may be extended during Private Sales, Sales and Archive Sales to one week.

Article 6. Right of withdrawal

In application of Article L. 221-18 of the French Consumer Code, the customer has a right of withdrawal, when placing a distance order by phone or on the site. The customer can thus exercise this right, without having to motivate it, within a period of 14 days from the receipt of the product by the customer or his agent. If the return request is processed after this period, it might be rejected.

If the customer has placed an order with several products, the withdrawal period begins as soon as the customer or the designated third party has not received the last product.

According to the article L. 221-18 of the Consumer Code, the withdrawal right cannot be exercised for orders relating to:

- the supply of goods manufactured according to the customer's specifications or clearly personalized;
- the supply of goods that have been unsealed after delivery and cannot be returned for hygiene or health protection reasons.

To notify his decision, the customer can use the withdrawal form as shown at the bottom of the GTC or any other unambiguous statement. This request must be sent to customer service by e-mail to the following address: rivedroite@valentinegauthier.com or to the postal address VALENTINE GAUTHIER 88 Boulevard Beaumarchais 75011 Paris.

In order to validate and process the return and refund promptly, the customer or his representative must imperatively follow the procedures described below. Their non-respect can lead to a return refusal and a product return to the customer, without refund.

Request a return

The customer is advised to contact Customer Service to make a return request.

- Place the item(s) in a sturdy cardboard box.
- Close the cardboard box with tape.
- Use the return document and wrap the item(s) to be returned.
- Make sure there are no other shipping or tracking labels on your package.
- For returns from outside the EU, please include 3 copies of the commercial return invoices provided in your original package, check the items you wish to return and sign each invoice.
- Send the item via Colissimo or the transport company of your choice.
- Items must be returned to the address shown on the return document.
In case of loss of the return document the information to be provided is indicated below.
- Refund

The refund will be credited onto the customer's credit card or the customer's PayPal account.

Refunds will be made within 14 days of receipt of the returned item.

No refund will be made if the item is not returned in perfect condition.

Shipping fees paid during shipment will not be refunded.

Important information

Items must be returned in perfect condition, exactly as delivered, with the label still attached. All shoes must be tried on an upholstered surface until the customer decides to keep them.

The above policy also applies during sales.

Article 7. Payment

The payment of orders on the site can be made:

- By the customer's PayPal account. By choosing payment via PayPal, the customer will be automatically directed to his PayPal account. Once the PayPal payment is validated, the customer will see the confirmation page of his order on the site.
- By credit card (the cards of the network "CB", Visa, Eurocard/Mastercard, American Express are accepted). In this case, the customer's credit card will be debited as soon as the order is placed.

The customer guarantees the company VALENTINE GAUTHIER that he is the holder of the bank card and that the name appearing on the bank card to be debited is his own, the number and expiry date appearing on the front of his bank card as well as the numbers of

the visual cryptogram appearing on the back (or front), are communicated in a secure environment on the Internet (PSP Paybox).

Once the order has been validated, the buyer's account will be debited.
An invoice showing the VAT is available at any time in the buyer's account, or on request.

Article 8. Shipment

Shipping is made to the address indicated in the order, which can only be within the agreed geographical area.

Delivery times may be extended during Private Sales, Sales and Archive Sales.

The deliveries in France are carried out by La Poste via Colissimo monitored against signature from Monday to Saturday. VALENTINE GAUTHIER does not deliver to P.O. Boxes. The parcel is handed to the recipient against signature.

Delivery delays may fluctuate depending on the transport company, we cannot commit to a specific delivery time (which may vary according to weather conditions, transporters strike, etc...), nevertheless the normal delivery time is 48 to 72 hours. In case of unavailability, a notice is left on the mailbox of the recipient. This one has 15 days to recover it at his post office. At any time you can track your package on the website of La Poste. Deliveries by bicycle messenger are proposed exclusively for Paris (A time slot of 4 hours to be confirmed) with rivedroite@valentinegauthier)

If shipping times exceed thirty days since the order was placed, the contract of sale may be cancelled and the customer reimbursed. In order to respect the deadlines, the customer must make sure that the information he has provided is correct.

VALENTINE GAUTHIER delivers within 48-72 hours for Metropolitan France, and 10 working days for international shipments.

Return or exchange policy: returned items must be in perfect condition, accompanied by all their accessories (belts, bottoms of dresses...).

Please note that you have 14 days after receipt of the package to return your items if you do not please them or if the size does not fit you. You will be able to exchange your item for a similar item or get a refund. An exchange can only be made for the same model (change of size only), and therefore cannot provide a partial refund if the price of the model has been changed since the initial order. In case of a partial refund request for an order that has benefited from a tiered discount on the overall basket, the amount credited will be calculated only by considering the percentage of discount acquired by the item(s) retained. In the event of a refund request for an item contained in a box, the amount credited will be calculated only by considering the initial price of the item(s) retained. Contact us at rivedroite@valentinegauthier.com to find out how to proceed. Refunds will be made within 14 days maximum after receipt of the customer's withdrawal request, to the credit card or Paypal account used at the time of purchase. Nevertheless, this refund may be deferred until

receipt of the returned item (Article L221-24 of the Consumer Code). In case of refund, please make sure that the payment method used for the order is still valid. If not, please send your bank details to rivedroite@valentinegauthier.com.

Shipping time under 200€ over 200€ delivery time

Shipping in metropolitan France 10 € 0 € - 48 to 72 hours

Shipping European Union, Switzerland and Norway 16 € 0 € - 3 to 10 working days depending on destination (+ customs clearance time for Switzerland and Norway)

Shipping Europe (Outside EU) € 20 € 20 € 3-10 working days depending on destination (+ customs clearance time)

Other destination and (DOM-TOM) 30 € 30 € About 10 days (+ customs clearance time)

Damaged packaging or product, missing product:

The customer, or the recipient of the order, is advised to check the apparent condition of the package and items upon delivery.

WARNING: in case of damaged package or product, as well as missing product, the customer or his representative must follow the procedures described below. The non-respect of the appropriate procedure excludes any recourse against the carrier and the company VALENTINE GAUTHIER.

The customer must contact customer service within 7 days of receipt at rivedroite@valentinegauthier.com with a photo of the item concerned and follow the same return procedure as described and detailed in Article 6.

Article 9. Warranty

All products supplied by the seller benefit from the legal guarantee provided by articles 1641 and following of the Civil Code.

In case of non-conformity of a purchased product, it may be returned to the seller who will take it back, exchange it or reimburse it.

All claims, requests for exchange or refund must be made within thirty days after delivery.

All our articles pass a quality test. You still have 1 year after receipt of the package to write to us if there is a manufacturing defect. The guarantee does not take into account damages caused by clumsiness or abuse of the customer.

Liability Limitation

The responsibility of VALENTINE GAUTHIER regarding any product purchased on the site is strictly limited to the purchase price of the latter. VALENTINE GAUTHIER will in no case be responsible for the following losses, regardless of their origin :

- loss of income or sales
- operating loss
- loss of profits or contracts
- loss of expected savings
- loss of data
- loss of work or management time
- image damage

- loss of chance, and in particular to order a Product,
- moral prejudice.

The documents, descriptions and information relating to the products appearing on the site are not covered by any guarantee, explicit or implicit, apart from the guarantees provided by law.

VALENTINE GAUTHIER makes no warranty regarding any damage that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to cause damage, destroy or otherwise impair any functionality of, or interfere with the proper working of, any computer, including any transmission resulting from a download of any content by the Customer, the software used by the Customer to download the content, the site or the server that makes it available. In this respect, the Customer acknowledges that it is its responsibility to install appropriate anti-virus and security software on its computer hardware and any other device to protect it against any bugs, viruses or other such programming routines that may prove harmful.

The customer acknowledges assuming all risks associated with any content downloaded or otherwise obtained through the use of the site and agrees that it is solely responsible for any damage to its computer system or loss of data resulting from the download of such content. VALENTINE GAUTHIER is only required to deliver products that comply with the contractual provisions. Products are considered to be in conformity with the contractual provisions if the following conditions are met: (i) they must conform to the description and possess the characteristics set out on the Site; (ii) they must be adapted to the purposes for which products of this kind are generally designed; (iii) they must meet the quality and resistance criteria generally accepted for products of the same kind and which may reasonably be expected.

In addition, VALENTINE GAUTHIER guarantees consumers against defects in conformity and hidden defects for the Products on sale on the Site under the following conditions:

Legal warranties :

All Products on sale on the Site benefit from the legal guarantee of conformity (as defined in articles L217-4 and following of the Consumer Code) and the guarantee against hidden defects (as defined in articles 1641 and following of the Civil Code), allowing the Customer to return defective or non-conforming Products delivered free of charge.

Legal Warranty of Conformity

Article L217-4 of the Consumer Code provides that: "The seller is obliged to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, the assembly instructions or the installation when it has been charged to it by the contract or has been carried out under its responsibility. "

Article L211-5 of the French Consumer Code provides that: "the good is in accordance with the contract:

(1) If it is fit for the usually expected use of a similar good and, when applicable

- If it corresponds to the description given by the seller and possesses the qualities that he has presented to the customer in the form of a sample or model;
- If it presents the qualities that a buyer can legitimately expect for this type of product (2) Or has the characteristics defined by mutual agreement by the parties or be suitable for any special purpose sought by the buyer, made known to the seller and that the latter has accepted.”

Article L211-7 of the Consumer Code: "Defects of conformity which appear within twenty-four months from the delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

For second-hand goods sold, the period mentioned in the first paragraph of this article is reduced to six months.

The seller may rebut this presumption if it is not compatible with the nature of the goods or the lack of conformity invoked. »

Article L211-9 of the Consumer Code: "In the event of a lack of conformity, the purchaser chooses between repair or replacement of the goods.

Nevertheless, the seller may not proceed according to the buyer's choice if this choice entails a cost that is manifestly disproportionate to the other method, taking into account the value of the good or the importance of the defect. In such a case, the seller is bound to proceed, unless it is impossible to do so, according to the method not chosen by the buyer. »

Article L211-10 of the Consumer Code: "If the repair and replacement of the good are impossible, the buyer may return the good and have the price refunded or keep the good and have part of the price refunded.

The same faculty is open to him:

1° If the solution requested, proposed or agreed in application of article L. 211-9 cannot be implemented within one month following the buyer's complaint;

2° Or if this solution cannot be implemented without major inconvenience for the purchaser, given the nature of the goods and the use he is seeking.

However, the sale may not be rescinded if the lack of conformity is minor. »

Article L211-11 of the Consumer Code: "The application of the provisions of articles L. 211-9 and L. 211-10 is free of charge for the buyer.

These same provisions do not prevent the allocation of damages. »

Article L211-12 of the Consumer Code: "The action resulting from the lack of conformity is prescribed by two years as from the delivery of the goods. »

Warranty against hidden defects

Article 1641 of the Civil Code: "The seller is bound by the guarantee on account of the hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have given only a lower price, if he had known about them. »

Article 1644 of the Civil Code: "In the case of articles 1641 and 1643, the buyer has the choice to return the item and receive the price back, or to keep the item and receive part of the price back. »

Article 1645 of the Civil Code: "If the seller was aware of the defects of the thing, he is liable, in addition to the restitution of the price he received, for all damages to the buyer. »

Article 1646 of the Civil Code: "If the seller was unaware of the defects of the thing, he will only be bound to return the price, and to reimburse the buyer for the costs incurred by the sale. »

Article 1647 of the Civil Code: "The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect. »

Article 1648 of the Civil Code: "The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect. In the case provided for by Article 1642-1, the action must be brought, under penalty of foreclosure, within one year following the date on which the seller can be discharged from the defects or apparent lack of conformity. »

Within the framework of the legal guarantee for hidden defects, VALENTINE GAUTHIER, at the choice of the Customer, undertakes, after evaluation of the defect:

- Either to refund the full price of the returned product,
- Either to refund part of the price of the product if the Customer decides to keep the product.

Exclusion of warranties

Products modified, repaired, integrated or added by the Customer are excluded from warranty. The warranty will not apply to apparent defects. The warranty will not cover Products damaged during transport after Delivery or due to misuse.

For any request concerning legal guarantees, the Customer must contact Customer Service at rivedroite@valentinegauthier.com or by telephone on 01 75 57 14 33.

These provisions are not exclusive of the right of withdrawal defined in Article 9 above.

Consequences of the implementation of the legal guarantees:

Within the framework of the legal guarantee of conformity, VALENTINE GAUTHIER, commits to the choice of the Customer:

- To either replace the Product by an identical product according to the available stocks,
- Either to refund the price of the Product if the replacement of a Product proves impossible. Within the framework of the legal guarantee for hidden defects, VALENTINE GAUTHIER, according to the Customer's choice, undertakes, after examination of the defect:
- Either to reimburse him/her for the full price of the returned Product, or to reimburse him/her for part of the price of the Product if the Customer decides to keep the Product.

Major Forces:

In the event of the occurrence of an event of force majeure preventing the execution of these GCS, VALENTINE GAUTHIER will inform the customer within fifteen (15) days from the occurrence of this event, by e-mail or by registered letter with acknowledgement of receipt. Expressly, are considered as cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals, total or partial strikes,

lock-outs, riots, boycotts or other actions of an industrial nature or commercial disputes, civil unrest, insurrection, war, acts of terrorism, bad weather, epidemics, blockage of means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, blockage of telecommunications, including wired or wireless telecommunications networks, and any other event beyond the control of the parties that prevents the normal performance of the contractual relationship. All the obligations of the parties are suspended for the duration of the event of force majeure, without compensation. If the event of force majeure lasts for more than three (3) months, the transaction concerned may be terminated at the request of VALENTINE GAUTHIER or the Customer without compensation on either side. Failure to pay by the Customer cannot be justified by a case of force majeure.

Article 10. Responsibility

The seller, in the process of selling online, is bound only by an obligation of means; its liability cannot be engaged for any damage resulting from the use of the Internet such as loss of data, intrusion, virus, disruption of service, or other unintended problems.

Article 11. Intellectual Property Rights

All elements of the VALENTINE GAUTHIER website are and remain the exclusive intellectual property of VALENTINE GAUTHIER.

No one is authorized to reproduce, exploit, redistribute, or use for any purpose whatsoever, even partially, elements of the site, be they hardware, software, visual or sound.

Article 12. Protection of personal data

In application of the law 78-17 of January 6, 1978 modified by the law n°2018-493 of June 20, 2018, it is reminded that the personal data requested from the Customer are necessary for the processing of his order and the establishment of invoices, in particular.

This data may be communicated to any partners of the Seller in charge of the execution, processing, management and payment of orders.

The processing of the information communicated through the "Indicate the website" website meets the legal requirements in terms of protection of personal data, the information system used ensuring optimal protection of such data.

The Customer has, in accordance with the national and European regulations in force, a permanent right of access, modification, rectification, opposition of portability and limitation of the processing with regard to the information concerning him/her.

This right can be exercised under the conditions and according to the modalities defined on the website "Indicate the website".

Article 13. Archiving - Proof

VALENTINE GAUTHIER will archive the invoices on a reliable and durable support constituting a faithful copy in accordance with the provisions of article 1348 of the Civil Code.

VALENTINE GAUTHIER's computerized registers will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

Article 14. Settlement of litigation

The present conditions of online sale are subject to French law.

In case of dispute, jurisdiction is attributed to the competent courts notwithstanding plurality of defendants or appeal in warranty.

In case of a complaint not resolved amicably by the customer service, the customer can contact the CM2C mediation service to which VALENTINE GAUTHIER is a member, free of charge. He or she can contact them by computer at cm2c@cm2c.net or by post: CM2C 14 rue Saint Jean 75017 Paris.

Withdrawal form

(Please complete and return this form only if you wish to exercise your right of withdrawal). -
To the attention of VALENTINE GAUTHIER at the following email address:

VALENTINE GAUTHIER 88 Boulevard Beaumarchais 75011 Paris ou
rivedroite@valentinegauhtier.com

I/we [] hereby notify you [] of my/our request to withdraw from the contract for the order below:

- Product reference
- received on]:
- Name of the customer(s)
- Address of the key(s)
- Signature of client(s) (only if this form is notified on paper)
- Date :