

## GENERAL TERMS AND CONDITIONS OF SALES

The present General Terms and Conditions of Sale (hereinafter referred to as "GTCS") are concluded between:

On the one hand,

**OLT**, a French company (SAS) registered under the number B 519 242 531, whose registered office is located at 5, rue des Petits Champs 75001 Paris, France (hereinafter referred to as "the OLT"),

and

On the other hand,

any non-professional individual wishing to acquire the products offered for sale on its website "www.olympialetan.com" (hereinafter "the CUSTOMER").

IT IS RECALLED BEFOREHAND THAT

OLT's business is the creation and sale of embroidered fashion items.

OLT markets the above-mentioned GOODS through its website [www.olympialetan.com](http://www.olympialetan.com). The list of GOODS offered for sale online by OLT can be consulted on the site available at [www.olympialetan.com](http://www.olympialetan.com).

These GTCS express the entirety of the parties' obligations. In this sense, the CUSTOMER is deemed to accept them without reservation.

These GTCS apply to the exclusion of all other conditions, and those applicable to sales in shops or through other distribution and marketing channels.

They are available on the website [www.olympialetan.com](http://www.olympialetan.com) and shall prevail, if necessary, over any other version or any other contradictory document.

OLT and the CUSTOMER agree that these GTCSs exclusively govern their relationship.

OLT reserves the right to modify its general terms and conditions from time to time. They will be applicable as soon as they are put online.

If a term or condition of sale were to be lacking, it would be governed by the practices in force in the distance selling sector whose companies are based in France.

## **Article 1. Definitions**

The terms and expressions referred to below shall mean, when capitalized, for the purposes of the interpretation and execution of this Agreement:

"ITEM": the GOOD(S) that are the subject of the ORDER.

"GOOD": any product offered for sale on the SITE.

"ORDER": a request for GOODS made by the CUSTOMER to OLT.

"GTCS": the general terms and conditions of sale which are the subject of this document.

"CONTRACT" means this deed, including its preamble and annexes, and any amendment, substitution, extension or renewal thereof made by virtue of the agreement of the Parties.

"DELIVERY TIME" means the indicative period between the date of VALIDATION OF THE ORDER and the date of DELIVERY of the ORDER to the CLIENT.

"DELIVERY COSTS": the cost of the expenses incurred by OLT to transport the ORDER to the DELIVERY address indicated by the CUSTOMER.

"DELIVERY" means the dispatch of the ITEM to the CUSTOMER.

"DELIVERY METHOD": means any standard or express delivery method available on the SITE at the time of the ORDER.

"PRICE": means the unit value of a GOOD; this value includes all taxes and excludes DELIVERY COSTS. By exception, for sales outside the European Union, the PRICE excludes taxes and customs duties which will be payable by the CLIENT.

"TOTAL PRICE": the total amount of the cumulative PRICES of the GOODS which are the subject of the ORDER; this amount includes all taxes. By exception, for sales outside the European Union, the PRICE excludes taxes and customs duties which will be payable by the CLIENT.

"ALL INCLUSIVE PRICE": the total PRICE to which is added the price of DELIVERY COSTS; and all taxes. By exception, for sales outside the European Union, the PRICE excludes taxes and customs duties which will be payable by the CUSTOMER.

"SITE": the online sales site "[www.olympialetan.com](http://www.olympialetan.com)" used by OLT to market its GOODS.

"TERRITORY": concerns the whole world.

"VALIDATION OF THE ORDER": has the meaning given in Article 6.

"ONLINE SALE": marketing of the OLT'S GOODS via the SITE.

## **Article 2. Purpose**

The purpose of these GTCS is to define the rights and obligations of the Parties in the context of the online sales of GOODS offered by OLT to the CLIENT.

These GTCS shall prevail over any other general or specific conditions not expressly approved by OLT.

The CUSTOMER declares that he/she has read these GTCS and accepted them before making an immediate purchase or placing an ORDER.

The fact of placing an ORDER, by clicking on the "Pay" button, implies automatic, irrevocable, full and unconditional acceptance of these GTCS.

It is understood that OLT may adapt and modify these GTCS at any time.

Nevertheless, the applicable GTCSs are those in force at the time of validation of the ORDER by the CUSTOMER.

## **Article 3. Scope of application**

These GTCS are reserved for consumers only, in the sense given by the law and jurisprudence of the European Union, acting exclusively on their own behalf.

It is specified that purchases of GOODS on the SITE are reserved for non-commercial natural persons of legal age and with full legal capacity.

The SITE does not allow the purchase of products for resale. CUSTOMER's attention is drawn to the fact that their orders must not exceed 10 (ten) ITEMS per ORDER.

In accordance with articles L. 111-1 and L. 221-5 of the French Consumer Code, the essential characteristics and prices of GOODS sold online are available on the SITE.

## **Article 4. Identity OLT**

Name: OLT SAS

Postal address: OLYMPIA LE-TAN® BOUTIQUE

Passage des Deux Pavillons

75001 Paris - France

Tel: +33 (0) 1 42 36 56 58

E-mail address: sales@olympialetan.com

These GTCS are applicable to all sales of GOODS by the OLT through the [www.olympialetan.com](http://www.olympialetan.com) website.

## **Article 5. Entry into force and duration**

This Contract comes into force on the date of VALIDATION OF THE ORDER as defined in Article 6.

The Contract is concluded for the duration necessary for the supply of the GOODS, until the extinction of the guarantees and obligations owed by the OLT.

## **Article 6. ORDERS**

### **6.1 - ONLINE SALES**

To complete the ORDER, the CUSTOMER must follow the following steps:

- Enter the SITE address.
- Follow the SITE's instructions and the instructions necessary to open a customer account.
- Fill in the order form. In the event of prolonged inactivity during the connection, it is possible that the selection of GOODS chosen by the CLIENT before this inactivity is no longer guaranteed. The CUSTOMER is then invited to start again with the selection of GOODS from the beginning.
- Check the elements of the ORDER and, if necessary, identify and correct any errors.
- Validate the ORDER, the TOTAL PRICE and the ALL-INCLUSIVE PRICE (the "ORDER VALIDATION").
- Follow the instructions of the online payment server to pay the ALL-INCLUSIVE PRICE.

The CUSTOMER will then receive electronic confirmation of acceptance of payment for the ORDER without delay.

The CUSTOMER also receives electronically and without delay an acknowledgement of receipt as confirmation of the ORDER (the "ORDER CONFIRMATION").

The CUSTOMER will receive electronic confirmation of the shipment of the ORDER.

DELIVERY will take place at the delivery address indicated by the CUSTOMER at the time of the ORDER.

OLT undertakes to honor the ORDER only within the limits of available stocks of GOODS. If the GOODS are not available, OLT undertakes to inform the CLIENT.

However, OLT reserves the right to refuse the ORDER if it is abnormal, placed in bad faith or for any other legitimate reason, and, when there is a dispute with the CUSTOMER concerning the payment of a previous order.

## 6.2 - SPECIAL ORDERS - 'BESPOKE' COLLECTION / PRE-ORDERS

OLT offers to produce customized accessories especially for the CUSTOMER and at his request. The CUSTOMER may also pre-order GOODS from special collections.

Such services are not covered by these GTCSs but by special agreements between the CUSTOMER and OLT in order to agree on the feasibility of the request, the cost and the deadlines.

The OLT reserves the right to refuse the request submitted by the CUSTOMER, if it requires the authorization of third parties under copyright law.

Any validated or pre-ordered special order may not give rise to retraction or return.

## **Article 7. Prices**

7.1 Goods are offered at the prices mentioned on the SITE in the currency of the geographical area concerned.

The PRICE of the GOODS sold on the SITE is indicated by ITEM and reference respectively.  
At the time of VALIDATION OF THE ORDER, the price to be paid is the ALL-INCLUSIVE PRICE.

7.2 The telecommunication costs inherent in accessing the SITE shall be borne exclusively by the CLIENT.

7.3 The validity of the offers and PRICES is determined by the updating of the SITE.

At the time of delivery, an invoice is established by the OLT and sent to the CLIENT.

7.4 The OLT reserves the right to modify the PRICES at any time, but the ITEMS will be invoiced based on the rate in force at the time the ORDER is registered.

7.5 In the case of foreign transactions outside the European Union, customs duties and taxes will be payable by the CUSTOMER and are the responsibility of the CUSTOMER both in terms of declaration and payment.

For information, the taxes and customs charges which the CLIENT will be responsible for paying may be of the order of:

<b>From Portugal to</b>	<b>VAT</b>	<b>Duty</b>	<b>Total</b>
-------------------------	------------	-------------	--------------

US	0%	16%	16%
CHINA	13%	10%	23%
JAPAN	8%	16%	24%
UAE	5%	5%	10%
AUSTRALIA	10%	5%	15%
RUSSIA	20%	14%	34%
KUWAIT	0%	5%	5%
HONG KONG	0%	0%	0%
BRAZIL	17%	35%	52%
MEXICO	16%	20%	36%
QATAR	0%	5%	5%
SOUTH KOREA	10%	8%	18%
SINGAPORE	7%	0%	7%
UK	20%	0%	20%

#### **Article 8. Terms of Payment**

ALL-INCLUSIVE PRICE is payable in full on the day of VALIDATION OF THE ORDER by the CUSTOMER.

The payment of purchases is made by credit card (as mentioned on the SITE) or via PayPal or ApplePay.

The transaction is immediately debited from the CUSTOMER's bank card after verification of the card's data, upon receipt of the debit authorization from the issuer of the bank card used by the CUSTOMER.

The commitment to pay by means of a payment card is irrevocable. By communicating the information relating to his credit card, the CUSTOMER authorizes the OLT to debit his credit card for the amount corresponding to the ALL-INCLUSIVE PRICE.

To this end, the CUSTOMER confirms that he is the holder of the bank card to be debited and that the name on the bank card is indeed his. The CLIENT will provide the numbers and expiry date of his bank card as well as, if applicable, the visual cryptogram numbers.

If the debit of the ALL-INCLUSIVE PRICE would be impossible, the ONLINE SALE would be immediately terminated by right and the ORDER would be cancelled.

OLT implements all means to ensure the confidentiality and security of data transmitted on the SITE and listed in the section Privacy Policy.

## **Article 9.        Delivery of the Order**

### 9.1. Delivery Method

The CUSTOMER chooses one of the DELIVERY METHODS offered on the WEBSITE when placing the ORDER.

### 9.2. Delivery address

The CUSTOMER is solely responsible for any failure to DELIVER due to a lack of information at the time of the ORDER.

### 9.3. Amount of DELIVERY COSTS

The amount of the DELIVERY COST depends on the amount of the ORDER and the delivery method chosen by the CUSTOMER. In any case, the amount of the DELIVERY COSTS is indicated to the CUSTOMER before VALIDATION OF THE ORDER.

For deliveries outside the European Union, the CUSTOMER shall be responsible for all taxes and customs charges and may not refuse delivery on this basis. If the CUSTOMER established outside the EUROPEAN UNION refuses the DELIVERY, the return costs will be charged to the CUSTOMER.

### 9.4. Delivery times

DELIVERY TIMES are indicative and may vary depending on the availability of the GOODS that are the subject of the ORDER.

The DELIVERY TIMES are estimated and correspond to the average preparation and delivery times for the ORDER in the TERRITORY. They are expressed in working days.

The DELIVERY TIME runs from the date of CONFIRMATION of the ORDER by OLT.

### 9.5. Delay in delivery

As the DELIVERY times are indicative, the ORDER will not be cancelled in the event of a delay.

### 9.6. Follow-up of the DELIVERY

The CUSTOMER can follow the progress of the processing of the ORDER in the space reserved for this purpose on the SITE.

### 9.7. Checking the ORDER on arrival

The CUSTOMER is responsible for checking the condition of the packaging and the ITEMS upon DELIVERY.

It is the CUSTOMER's responsibility to make any reservations and claims that he/she deems necessary, or even to refuse the package, if the package is obviously damaged upon DELIVERY.

The said reservations and claims must be addressed to the carrier by registered letter with acknowledgement of receipt within three working days, not including public holidays, following the date of DELIVERY of the GOODS.

The CUSTOMER must also send a copy of this letter to the OLT by e-mail to [sales@olympialetan.com](mailto:sales@olympialetan.com). Failure to file a claim within the period shall extinguish any action against the carrier.

The CUSTOMER must ensure that the ITEMS delivered to him/her correspond to the ORDER.

If the ITEMS do not conform in kind or quality to the specifications mentioned in the delivery note, the CUSTOMER must inform OLT's customer service department by e-mail at [sales@olympialetan.com](mailto:sales@olympialetan.com) and return the items to the address indicated in the conditions of Article 10.

#### **Article 10. Right of withdrawal**

The CUSTOMER has a right of withdrawal which he/she may exercise within 14 calendar days following the date of receipt of the ORDER. If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

The CUSTOMER who wishes to exercise his or her right of withdrawal must return the ITEMS within the period, in their original packaging, complete, new and unused.

To return the ITEMS, the BUYER must contact the OLT by e-mail at [sales@olympialetan.com](mailto:sales@olympialetan.com).

The ITEMS must be returned to the following address

OLYMPIA LE-TAN® SHOP  
Passage des Deux Pavillons  
75001 Paris - France  
Tel: +33 (0) 1 42 36 56 58

The return costs will be at the CUSTOMER's exclusive expense. The CUSTOMER shall provide OLT with the tracking number of the ORDER (i.e., tracking number). The declarative value of the return of an ITEM from a country outside the European Union shall be a maximum of 10 euros, since a return is not a commercial transaction.



Once the ITEM is returned, a quality control will be carried out by OLT. As soon as OLT has validated that the item is returned in new condition and in its original packaging, ready for resale, the refund will be made using the same payment methods as those used at the time of the ORDER.

The verification and refund procedure may take up to 14 days from the date of receipt by OLT of the returned ITEM.

The right of withdrawal does not apply to personalized ITEMS of the BESPOKE COLLECTION or to pre-orders.

## **Article 11.      Warranty**

The OLT is subject to the legal guaranteed conditions provided for in articles L. 217-3, L. 217-4, L. 217-5 of the Consumer Code and articles 1641 and 1648 of the Civil Code.

The CUSTOMER is informed that the ITEMS are hand-embroidered and may differ slightly from the images on the WEBSITE, nor be perfectly identical. A complaint about a minor difference in the embroidery is therefore not considered a lack of conformity.

The recognized and accepted defects of conformity are:

- Glaring errors in the embroidery (typographical errors, drawings not faithful to the model ordered).
- The receipt of a strapped bag when the order was for an unstrapped bag.

The buyer may exercise these guarantees by sending his request to:

BOUTIQUE OLYMPIA LE-TAN®  
Passage des Deux Pavillons  
75001 Paris - France  
Tel : +33 (0) 1 42 36 56 58  
Mail : sales@olympialetan.com

When the CUSTOMER acts under the legal guarantee of conformity, he or she:

- will have a period of two years from the date of receipt of the ITEM to act.
- will be able to choose between repairing or replacing the ITEM subject to the cost conditions provided for in Article L. 217-12 of the French Consumer Code, or failing this, reducing the price or terminating the contract under the conditions provided for in Article L. 217-14 of the French Consumer Code.

The cost of returning a non-conforming ITEM will be at the CUSTOMER's exclusive expense.

The CUSTOMER shall provide the OLT with the tracking number of the ORDER. The declared value of the return of an ITEM from a country outside the European Union shall be a maximum of 10 euros, as the returned good has no commercial value.

Upon receipt of the ITEM returned for non-conformity, OLT reserves the right to determine whether the alleged defects fall under the conditions referred to in this article.

If OLT confirms the non-conformity of the ITEM, the CUSTOMER will be credited with a credit note.

## **Article 12. Intellectual property rights**

OLYMPIA LE TAN® and OLT® trademarks, as well as all the figurative or non-figurative trademarks and, more generally, all the other trademarks, illustrations, images and logos appearing on the GOODS, their accessories and their packaging, whether registered or not, are and shall remain the exclusive property of OLT. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without the express prior consent of OLT, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. The same applies to all copyrights, designs, models and patents that are the property of OLT, relating to the collections of fashion items marketed on the SITE.

The CUSTOMER shall refrain from directly or indirectly reproducing all or part of the models of the ITEMS he/she has purchased, which are protected by copyright. Such actions are likely to lead to legal proceedings for counterfeiting.

## **Article 13. Confidentiality**

The CUSTOMER is informed that certain information is mandatory and necessary for the processing of his/her ORDER.

The absence of a response to a mandatory field is likely to compromise the proper processing of the ORDER.

OLT will only process or use the CUSTOMER's personal data insofar as this is necessary to process the ORDER, to ensure the follow-up of the CUSTOMER's relationship as well as for commercial information (subscription to the Newsletter).

The CUSTOMER's personal information will be kept for as long as necessary until the legal warranty periods for the ITEMS acquired have expired, unless:

- The CUSTOMER exercises his/her right to delete his/her data, under the conditions described below.
- A longer retention period is authorized or imposed by virtue of a legal or regulatory provision.

During this period, the SELLER will put in place all the necessary means to ensure the confidentiality and security of the CUSTOMER's personal data, to prevent their damage, deletion or access by unauthorized third parties.

In accordance with the amended "Data Protection Act" of 6 January 1978 and the European Regulation No. 2016/679/EU of 27 April 2016 (applicable as of 25 May 2018), the CLIENT has the right to access, rectify, portability and deletion of its data or to limit the processing. The CUSTOMER may also, for legitimate reasons, object to the processing of data concerning him/her.

The CUSTOMER may, subject to the production of valid proof of identity, exercise his rights by contacting [contact@olympialetan.com](mailto:contact@olympialetan.com)

If the CUSTOMER does not wish/no longer wishes to receive news from the site [www.olympialetan.com](http://www.olympialetan.com), possible solicitations (by telephone, SMS, post or e-mail) and invitations, the CUSTOMER has the option of indicating this via the link reserved for this purpose, of modifying his choices by contacting [contact@olympialetan.com](mailto:contact@olympialetan.com) under the conditions mentioned above or, if necessary, by modifying the parameters of the CUSTOMER's online profile. The same applies if the CUSTOMER does not wish to receive news, invitations or promotional offers from the SELLER's partners.

For any additional information or complaint, the CUSTOMER may contact the Commission Nationale de l'Informatique et des Libertés (more information at [www.cnil.fr](http://www.cnil.fr)).

#### **Article 14. Force Majeure**

OLT's performance of its obligations under the terms of this CONTRACT will be suspended in the event of the occurrence of a fortuitous event or force majeure that would hinder or delay its performance. OLT will notify the CLIENT of the occurrence of such an act of God or force majeure within 8 days of the date of the occurrence of the event.

If the suspension of OLT's obligations continues for a period of more than 30 days, the CUSTOMER will have the option of cancelling the current ORDER and OLT will then proceed with the reimbursement of the ORDER under the conditions set out in Article 10.

#### **Article 15. Invalidity of a clause of the Contract**

If any of the provisions of this AGREEMENT should be invalidated, this shall not invalidate the other provisions of the AGREEMENT which shall remain in force between the PARTIES.

#### **Article 16. Non-waiver**

The fact that one of the Parties does not avail itself of a commitment by the other Party to any of the obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question.

#### **Article 17. Claims and amicable settlement of disputes**

Pursuant to Article L. 612-1 of the Consumer Code "Any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable settlement of a dispute between him and a professional. "

The above-mentioned article concerns disputes concerning the performance of a contract of sale or supply of services between a consumer and a professional. The text covers both national and cross-border disputes.

For any difficulty, the CUSTOMER is encouraged to contact OLT beforehand or to contact our after-sales service:

AFTER-SALES SERVICE :  
BOUTIQUE OLYMPIA LE-TAN® - SAV  
Passage des Deux Pavillons  
75001 Paris - France  
Tel : +33 (0) 1 42 36 56 58  
Mail : sales@olympialetan.com

Only complaints relating to the ONLINE SALE of ITEMS will be considered.

Within one year of the CUSTOMER's request to the OLT's services, the CUSTOMER may have his request examined by the FEVAD e-commerce mediator - 60, rue de la Boétie - 75008 Paris - France.  
(<https://www.mediateurfevad.fr/>)

The CUSTOMER may, at his own expense, be assisted by a counsel.

#### **Article 18. Applicable law**

This Contract shall be governed by French law.

#### **Article 19. Attribution of jurisdiction**

Any dispute arising from the formation, interpretation or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of the City of Paris, notwithstanding multiple defendants or third-party claims.

These GTCS represent the entire agreement between the CLIENT and the OLT.

OLT invites the CUSTOMER to keep a hard copy of these GTCS, as well as any other document sent by the OLT in the context of the CUSTOMER's ORDER.