

# GENERAL TERMS AND CONDITIONS OF ONLINE SALE

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Any online purchase made on the website [www.claudiepierlot.com](http://www.claudiepierlot.com) is subject to the prior review and acceptance of the present general terms and conditions of sale.

The list of the most frequently asked questions on the website [ch.claudiepierlot.com](http://ch.claudiepierlot.com) is accessible [here](#).

The legal notice is accessible [here](#).

Last modified: 30 October 2017

## 1. DEFINITIONS

- Item: Products of any nature offered for sale (e-commerce service) on the Website.
- Customer: a non-retailer natural person placing the Order and who enjoys full legal capacity.
- Order: the commitment to purchase all Items selected by the Customer via the e-commerce service of the Website.
- Website: the website published by CLAUDIE PIERLOT and accessible at the address [www.claudiepierlot.com](http://www.claudiepierlot.com)

## 2. PREAMBLE

The present general terms and conditions of sale (hereinafter "GTC") apply exclusively between any Customer and the company Claudie Pierlot S.A.S, whose registered office is located at 49 rue Etienne Marcel 75001 Paris, entered in the Paris trade and companies register under number 328 759 857 (hereinafter "CLAUDIE PIERLOT").

You can reach one of our CLAUDIE PIERLOT advisers on +33 (0)1 53 00 63 15 or using the contact form on our Website.

The present GTC may be downloaded here in "*Adobe Acrobat*" format, in their updated version containing the latest changes stipulated by Claudie Pierlot.

The GTC are applicable without limitation or reservation to all Items offered for sale on the Website.

Any Order on the Website is subject to prior consultation and acceptance without reservation of the present GTC and the applicable prices by the Customer.

Clicking on the "I have read the General Terms and Conditions of Sale and I accept them" button accessible on the page dedicated to the validation of the order constitutes the Customer's acceptance.

The present GTC shall prevail over any other document.

### 3. WARNING STATEMENT

The sale of Items on the Website is reserved exclusively for retail sale and to private individuals.

In no case may the Website be used by Customers who are professional sellers, alone or in a group, regardless of the method used for the marketing of their products (online marketplaces, shopping galleries, broker, brick and mortar stores in particular). Accordingly, the Customer acknowledges and accepts that the Items can only be purchased in quantities corresponding to the average buying needs of a consumer, both in terms of the number of Items ordered in a single order and in the number of individual Orders corresponding to the usual quantity purchased of the same product by an average consumer. CLAUDIE PIERLOT reserves the right to refuse an order clearly placed by a professional selling Customer.

Every Customer declares to be informed of the unreliability of the Internet network, especially in terms of data transmission security, non-guaranteed continuity in access to the Website, and non-guaranteed performance in terms of volume and speed of data transmission and spread of viruses.

CLAUDIE PIERLOT warns each Customer about the need to implement a solution and security measures on his/her computer or portable or mobile devices in order to prevent the spread of viruses.

### 4. CREATION OF A CUSTOMER ACCOUNT

Any CLAUDIE PIERLOT Customer may freely create a customer account at no charge through the "Create an account" section.

A customer account is created by the Customer by completing the form offered to him/her for his/her identification data.

This account is strictly personal to the Customer and allows the Customer to identify himself/herself before validating each Order.

During the creation of the Customer account, the Customer enters the data allowing his/her identification under his/her full responsibility, controls, and directions and commits to provide complete, accurate, and up-to-date information and to not usurp the identity of a third party or hide or modify his/her age.

During the creation of a customer account, the Customer chooses his/her username (email) and password. If the chosen username is already assigned, the system requires the Customer to choose another one.

The usernames and passwords are personal and confidential. While CLAUDIE PIERLOT takes all useful precautions and is committed to protecting the personal data of its Customers, the Customer is informed of the need to keep his/her password secret and not to disclose it to a third party for any reason whatsoever.

A Client who suspects the use of the username and password by a third party must immediately alert CLAUDIE PIERLOT in order for his/her password to be changed and/or to choose to have his/her customer account closed.

CLAUDIE PIERLOT reserves the possibility to close any customer account and accordingly refuse any sale to a Customer in the event of a payment default on one or more previous Orders.

In this case, CLAUDIE PIERLOT shall send an email to the Customer concerned at the address indicated by him/her during the creation of his/her customer account informing him/her of the disabling of his/her username and password and the closure of his/her account. The Client shall be given a reasonable notice period of eight (8) calendar days to possibly express his/her comments with CLAUDIE PIERLOT, without prejudice to the suspension of his/her Account during the notice period.

In general, the Customer is informed that his/her account may be closed following the Customer's first request submitted to CLAUDIE PIERLOT by email.

## 5. CHARACTERISTICS OF THE ITEMS

The Items available for sale are those that appear on the Website. The offers are valid as long as they are visible on the Website.

They are offered within the limit of availability indicated on the Website.

CLAUDIE PIERLOT reserves the right to remove from sale any Item on this Website at any time and/or replace or modify any information associated with the Items on this Website.

If an Item is unavailable, after his/her Order is placed, the Customer shall be informed by email. His/her order shall then be automatically cancelled, and the brand commits to make the refund as soon as possible.

The Items on sale on this site are only available for delivery in Switzerland.

**The characteristics of the Items sold on the Website (photographs, graphics, and descriptions of the Items, etc.) are given as a guide only and may vary over time. Only the visual of the Item displayed at the time of the Order should be taken into account by the Customer. The Item characteristics and visuals are non-binding contractually.**

**In case of errors or omissions relating to the description of an Item, CLAUDIE PIERLOT's responsibility shall be limited to the reimbursement of reasonable costs incurred by the Customer for sending the Item back.**

## 6. ORDERING OF ITEMS

Every Order entails an obligation of payment.

The Customer declares to be at least 18 years of age and to enjoy legal capacity or, if the Customer is a minor, guarantees to have obtained parental permission to place his/her Order.

To place an Order, the Customer must follow the online purchase process (<https://ch.claudiepierlot.com/en/help-and-faq>) and click on "I have read the General Terms and Conditions of Sale and I accept them" to submit the Order.

Payment for the Order constitutes acceptance of the present GTC, the price of the Items, and the content of the Order.

After validation of the payment, CLAUDIE PIERLOT sends an Order confirmation email to the Customer.

**Every Order is subject to CLAUDIE PIERLOT's prior acceptance and is definitively confirmed only after the Customer's receipt of an email confirming the shipment of the Item(s).**

Any Order may be refunded should it occur that the conditions under which it was placed breached the present GTC.

If the Customer does not receive any email following his/her Order, it is up to his/her responsibility to contact CLAUDIE PIERLOT customer service according to the procedures described in article 14 of the present GTC.

**In no case may CLAUDIE PIERLOT be held liable for an input error or transmission of an input error attributable to the consumer and preventing the delivery of the confirmation email and/or Items.**

It is recommended that the Customer print his/her Order confirmation email.

For any questions relating to the tracking of an Order, the Customer must consult his/her customer account on the Website or contact customer service according to the procedures described in article 14 of the present GTC.

## 7. PRICES OF THE ITEMS

The prices are indicated on the Website in Swiss francs, inclusive of all taxes, excluding shipping costs.

They take into account of the VAT and any applicable reductions on the day of the Order.

All new taxes or contributions, particularly environmental, may be passed onto the selling price of the Items.

**The prices of the Products exclude delivery costs (carriage, packing, and preparation of the parcel according to the amounts in force).**

The amount of shipping costs is specified on the Website before validation of the Order.

CLAUDIE PIERLOT reserves the right to modify the prices of the Items at any time. The Items are charged on the basis of the rates in force at the time of the validation of each Order.

The price charged for the Items is therefore the price indicated at the time of the Order.

## 8. PAYMENT FOR THE ORDER

Every Order entails an obligation of payment by bank card using a bank account with a sufficient balance or by PayPal. The Order is final only as from the date of full payment of the price and the costs associated with the Order.

The price charged to the Customer is the price indicated in the Order confirmation sent to the Customer by email.

The Order is payable immediately, by bank card (CB, Visa, MasterCard, American Express) or payment account (PayPal).

Once the Order is shipped, the Customer is informed by email that his/her invoice including delivery costs and applicable VAT is accessible online on the customer account

Transactions carried out on the Website are entrusted to a secure online payment platform HIPAY, whose registered office is located at 6 Place du Colonel Bourgoïn, 75012 Paris, Tel.: + 33 (0)1 73 03 89 34 and email: [contact@hipay.com](mailto:contact@hipay.com).

This solution presents highly secure pages for the input of payment data: card number, expiry date, and security code.

This platform encrypts and then transmits the payment data to the bank in complete confidentiality and makes them inaccessible to third parties.

It is possible for the Customer to save his/her bank data on his/her account. The data in this case remain encrypted and inaccessible.

## 9. TERMS OF DELIVERY

The Items are delivered only in Switzerland.

The Customer shall receive an Order number by email confirming the handling of his/her Order. The Customer shall be informed of the different stages of his/her Order by email.

Shipments shall be announced by email sent to the Customer at the email address entered by the Customer on his/her customer account.

Ordered Items shall be delivered within a normal period of 3 to 5 days and a maximum of 30 calendar days from the registration of the Order, subject to full payment of the price.

The Customer is offered free standard home delivery for any order:

- The Customer can use the shipment number to track his/her parcel on the carrier's website.
- The Customer is informed that he/she is responsible for providing accurately all the necessary details for the proper routing of his/her Order and the complete delivery (access code, access specification for example).
- If the Customer is absent at the time of delivery, a delivery notice shall inform the Customer of the arrangements for holding his/her parcel and its availability, under the full and exclusive liability of the carrier.
- A delivery voucher is included in the parcel, summarising the Items ordered and actually delivered.
- The Customer fully and exclusively assumes the risks relating to the Items as from their delivery.

## 10. DELIVERY PERIOD

The Items shall be delivered to the delivery address indicated by the Customer at the time of the Order no later than the end of the time period indicated at the time of the Order, that depending on the country of delivery.

CLAUDIE PIERLOT shall make every effort to ensure that the Order is delivered within three (3) to five (5) business days from the validation of the Order and commits to ensure that the delivery is done within a maximum period of thirty (30) calendar days.

In the event of a delivery delay of more than seven (7) business days in relation to the aforementioned maximum period, the Customer may contact CLAUDIE PIERLOT Customer Service and require it to carry out the delivery within a reasonable additional period of time. If this new deadline is not respected, the customer may send an email to CLAUDIE PIERLOT to request a refund for his/her Order.

The contract and therefore the sale shall be considered terminated upon CLAUDIE PIERLOT's receipt of the email or a letter by which the Customer informs it of his/her decision **unless the delivery occurs between the sending and receipt of the email or the letter from the Customer.**

If the Order is definitively cancelled, the Customer shall obtain a refund for the price paid for his/her Order within 30 days following the cancellation confirmed by email.

Each delivery shall be deemed complete once the parcel has been delivered to the Customer, in particular by the carrier, which is established by the control system used by the carrier.

If the parcel is damaged or if the Item does not match the Customer's Order, the Customer must initiate the return procedure described in article 11 below within 30 calendar days after the shipment.

## 11. RETURN AND REFUND

In case of delivery of an Item not meeting to the Customer's expectations, the Customer may return that Item within a period of thirty (30) calendar days after receipt of his/her Order.

- By post using the prepaid shipping label and the return voucher included in the parcel.

**Any request made beyond the period of thirty (30) days after receipt of his/her Order will not be accepted under this article.**

**Refunds shall be issued only for new products that are not worn, not soiled, and not washed. The Item must be returned in its original packaging accompanied by the garment label.**

### o Returns by post

Returns by post are completely free of charge. The Customer has a prepaid shipping label in his/her package. (Excluding orders placed during Outlet Sales on our Website)

To make a return:

1. The Customer must tick the product(s) to be returned on the delivery voucher included in his/her parcel
2. The Customer must include this delivery voucher in his/her return box as well as the product(s) to be returned
3. The Customer must print the Order invoice available online in his/her customer area, in the "my orders" section, and affix it to his/her return parcel. To do this, the Customer must click on the order to be returned and then on "make a return". Then, in the form that appears, the Customer must select the items to be returned as well as the quantities and then click on "generate my invoice". This invoice is intended to inform customs of the content of the return parcel and allow CLAUDIE PIERLOT to cover the customs costs in full.
4. The Customer must affix the prepaid shipping label on his/her box
5. The Customer must drop off his/her box to the nearest drop-off location as stated on his/her prepaid shipping label.

In order to track his/her parcel, the Customer may use the tracking number provided on the return label or in his/her customer area / "I have read the General Terms and Conditions of Sale and I accept them".

Once the returned Items are verified, CLAUDIE PIERLOT commits to issue a refund to the Customer as soon as possible and no later than four (4) to five (5) calendar days following the date of validation of the return to the Customer's bank account or payment account used to pay for the Items.

The Customer shall receive a confirmation email once the refund is initiated. The Customer may access information on the return of his/her parcel in the "my orders" section of his/her customer area.

- **Returns of designs purchased during Outlet Sales on the Website**

During our Outlet Sales, the designs are not delivered with a prepaid shipping label. The Customer is responsible for the return shipping costs. Outlet orders may be returned only by post to the following address:

**RETOUR E COMMERCE**  
**C-log HARBOUR site 2**  
**Zone d'activités « Vatry 1 »,**  
**rue Henry Guillaumet**  
**51320 Bussy-Lettrée**  
**FRANCE**

If the Customer wishes to return an Item from Outlet Sales, he/she must contact customer service within thirty (30) calendar days after receipt of the order to receive a prepaid shipping label; in no case shall CLAUDIE PIERLOT issue a refund for return shipping costs paid directly by the Customer to the Swiss postal office.



## 12. CUSTOMER SERVICE

For any information or questions, to track an order, or apply the warrant, the Customer must contact customer service by email by completing the contact form located on the contact page of the Website or by telephone on +33 (0)1 53 00 63 15, Monday to Friday from 9 a.m. to 7 p.m. and Saturday from 10 a.m. to 5 p.m.

## 13. WARRANTIES

The statutory warranty on defective Items applies.

If the Customer wishes to make a complaint regarding defects in the delivered Items, including damage during transport, he/she must submit it immediately using the contact form on the Website. All information necessary to apply these warranties shall be provided to the Customer.

In accordance with article 22 of the present GTC, the Customer shall contact CLAUDIE PIERLOT by priority to seek an amicable solution when the Customer intends to invoke one of the warranties mentioned above.

Once the reality of the default is verified, CLAUDIE PIERLOT undertakes to issue a refund to the Customer for all amounts paid for the item concerned, as well as shipping costs, to the bank account indicated by the Customer, as soon as possible, and no later than thirty (30) days following the date on which the right was exercised.

## 14. CONVENTION ON PROOF

**The Customer acknowledges and accepts that the Order recording systems provide proof of all transactions between CLAUDIE PIERLOT and the Customer.**

**The Customer acknowledges and accepts that proof of his/her acceptance and understanding of the present GTC (and their possible updates) is characterised by ticking the indication "I have read the General Terms and Conditions of Sale and I accept them" on the order validation page for each order.**

**To that end, the Customer acknowledges and accepts that the computerised data stored within CLAUDIE PIERLOT's computer servers in reasonable conditions of security and integrity are considered irrefutable proof of acceptance of the terms of the GTC and proof of all transactions between CLAUDIE PIERLOT and the Customer.**

Accordingly, except in case of an obvious error by CLAUDIE PIERLOT proved by the Customer, the Customer may not dispute the admissibility, validity, or probative nature of the GTC and the content of the Order, on the basis of any legal provision that would specify that certain documents must be written or signed to constitute proof.

These elements thus constitute proof and, if they are produced as a means of proof by CLAUDIE PIERLOT in any legal proceedings or other, shall be admissible, valid, and enforceable in the same way, under the same conditions and with the same probative nature as any document established, received, or retained in writing.

At any time, the Customer shall have the ability to print, download, and retain a paper or electronic copy of the GTC.

## 15. LIABILITY

**CLAUDIE PIERLOT reserves the right to modify the information contained on this Website at any time without notice.**

CLAUDIE PIERLOT undertakes to describe the Items sold on the Website with the greater accuracy and to ensure, under the best possible conditions, the updating of the information displayed there.

**However, CLAUDIE PIERLOT cannot guarantee the accuracy, precision, or completeness of the information made available to Customers on the Website.**

CLAUDIE PIERLOT may not be held liable in case of non-substantial differences between the photos presenting the Items on the Website, texts, and illustrations and the ordered Items.

**The Customer acknowledges and accepts that the prices of the Items are likely to vary between the website and the shops and that, in any case, this price difference may not serve as the basis of a request for full or partial refund for Items purchased on the Website or in stores.**

CLAUDIE PIERLOT may not be held liable for a breach of any of its contractual obligations resulting from unforeseeable circumstances or a case of force majeure as defined by the case law of the Swiss courts.

In particular, CLAUDIE PIERLOT shall not be held liable for any failure or delay in the execution of Orders caused by events outside its control ("Case of Force Majeure").

A Case of Force Majeure includes any act, event, failure to perform, omission, or accident beyond CLAUDIE PIERLOT 's control and includes but is not limited to:

1. Strikes, closures, or other industrial actions.
2. Civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not), or threat or preparation of war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
4. Inability to use transport by rails, boats, planes, roads, or other public or private means of transport.
5. Inability to use the public and private telecommunications networks.
6. Acts, decrees, legislation, regulations, or restrictions of all governments.
7. Strike, malfunction, or accidents in maritime, postal, or other transport.

The performance of the GTC shall be suspended as long as the Case of Force Majeure lasts, and the performance and delivery periods shall be extended accordingly. As much as possible, CLAUDIE PIERLOT shall endeavour to end the Case of Force Majeure or find a solution allowing it to meet its contractual obligations despite the Case of Force Majeure.

**CLAUDIE PIERLOT is solely liable for any direct damage foreseeable at the time of the use of the Website or the entry into the contract of sale with the Customer, to the exclusion of all consequential damage.**

## 16. LICENSING

CLAUDIE PIERLOT grants a limited licence for access to and personal and non-professional or commercial use of the Website to the Customer.

In no case is the Customer authorised to download or modify all or part of this Website without CLAUDIE PIERLOT's express written authorisation.

In no case should this Website or any part of this Website be reproduced, copied, sold, or used for commercial or professional reasons without CLAUDIE PIERLOT's express written authorisation.

The Customer must not use techniques to copy a trademark, logo, or any other information (in particular images, text, and layouts) owned by CLAUDIE PIERLOT without its express written consent.

CLAUDIE PIERLOT authorises the Customer, on a non-exclusive and revocable basis, to create a hyperlink to the Website's homepage, provided that this link cannot create any deceitful, false, derogatory, or infringing nature against the Items, CLAUDIE PIERLOT, or any of its registered trademarks or that may harm CLAUDIE PIERLOT.

In no case may CLAUDIE PIERLOT be held liable for the creation of this hyperlink in any capacity whatsoever.

## 17. PROTECTION OF PERSONAL DATA

The Customer is informed and accepts that the personal data collected on the Website may be collected and used by CLAUDIE PIERLOT. They may be transmitted to the contractual service providers and partners that are involved in and directly contribute to the management of Orders and for which it is absolutely necessary to access the personal data entered by the Customer during the creation of his/her Account (identity, address, phone number, email address).

CLAUDIE PIERLOT undertakes to protect the personal data of its Customers.

All personal data concerning the Customer collected by CLAUDIE PIERLOT shall be treated with the strictest confidentiality, in accordance with the provisions of the Swiss federal data protection act of 19 June 1992, for the purposes of processing Orders.

The personal information and data of Customers are necessary for the management of Orders and relations with Customers as well as to keep them informed of all commercial offers and information relating to the trademark and, lastly, to strengthen and personalise the communication of the Website and the trademark by sending, in particular, newsletters and special offers according to the Customer's preferences recorded on the Website.

This information and the management of Orders are also kept for security purposes, in order to comply with the legal and regulatory obligations and to allow CLAUDIE PIERLOT to improve and personalise the services offered to Customers.

The Customer's personal data shall be retained as long as necessary in the light to the purposes previously outlined. In any case, the Customer's personal data may not be held beyond 5 years.

In accordance with the Swiss federal data protection act of 19 June 1992, the Customer has a right to access, correct, and oppose personal data about him/her.

To exercise this right, the Customer must send an email or a letter to CLAUDIE PIERLOT Customer Service by filling in the contact form located on the website or by writing to the following address: CLAUDIE PIERLOT Service client, 49 rue Etienne Marcel, 75001 Paris, indicating his/her full name, email address, and customer references.

Each request must be signed and accompanied by a photocopy of an identity document bearing the Customer's signature and must specify the response address. This response shall then be sent within 2 months following receipt of the request.

During the input of personal data on the Website and prior to their collection, any Customer shall have the ability to agree to receive information relating to the brand's Items.

In accordance with the laws in force, such information shall be sent to the Customer if and only if he/she has expressly agreed to receive it.

#### 18.COMMERCIAL OFFERS AND NEWSLETTERS

CLAUDIE PIERLOT may send commercial offers to Customers by post, email, SMS, telephone, or via the collection of Web spaces coordinated by CLAUDIE PIERLOT or any of its subsidiaries on social networks, subject to prior acceptance.

At any time, the Customer shall have the right to be opposed, without any cost, to commercial prospecting mailings by clicking on the "unsubscribe" link contained in each email, by making the request in a shop, via his/her Internet account, by post, or by responding STOP by SMS.

#### 19.COOKIES

This "COOKIES" section provides more information about the origin and use of browsing information processed in connection with the consultation of our Website and the rights of users.

During the consultation of the CLAUDIE PIERLOT Website, information relating to browsing is likely to be recorded in 'Cookies' files installed on the user's device (computer, tablet, smartphone, etc.).

CLAUDIE PIERLOT issues these cookies in order to facilitate the user's browsing on the Website. They may also be issued by the brand's partners in order to personalise the advertising offer sent outside the Website.

Furthermore, cookies are likely to be included in different areas of the Website. These areas may display advertising content from advertisers on the device of users.

Only the issuer of a cookie may read or modify information contained in it.

- **Cookies issued by CLAUDIE PIERLOT**

Cookies installed by CLAUDIE PIERLOT on the user's device allow the browser used for connection to the Website to be recognised.

CLAUDIE PIERLOT issues cookies for the following purposes:

- Establish visitation statistics (number of visits, pages viewed, abandonment during ordering process, etc.) in order to monitor and improve the quality of its services.
- Adapt the presentation of its Website to the device's display preferences.
- Store information input in forms, manage, and secure access to personal reserves spaces such as the customer's account and shopping cart.
- Provide content, including advertising content, to the user in relation to the user's areas of interest and personalise the offers

- **Third-party cookies**

When the user accesses the Website [ch.claudiepierlot.com](http://ch.claudiepierlot.com), one or more cookies of partner companies ("third-party cookies") are likely to be placed in the computer via the pages of our Website or via content disseminated in the advertising spaces.

The purposes of the cookies deposited on the CLAUDIE PIERLOT Website by the service providers used by CLAUDIE PIERLOT to promote its activities and offers are to:

Identify the products consulted or purchased on the Website in order to personalise the advertising offer sent

Send the brand's offers by email if the user so authorised during his/her registration with these service providers.

Cookies contained in the advertising area of the Website are intended to permit the establishment of statistics on advertisements broadcast (number of displays, advertisements displayed, number of users who clicked on each advertisement, etc.).

The issuance and use of cookies by third parties are subject to the privacy policies of these third parties. CLAUDIE PIERLOT has no access to or control over third-party cookies. However, CLAUDIE PIERLOT shall ensure that the partner companies treat the information collected on the Website [ch.claudiepierlot.com](http://ch.claudiepierlot.com) exclusively for CLAUDIE PIERLOT's needs and in compliance with the Swiss federal data protection act of 19 June 1992.

The user may refuse third-party cookies by adjusting the setting of his/her browser accordingly.

Choices regarding cookies

Several possibilities are offered to manage cookies. Any setting will be likely to change his/her browsing on the Internet and his/her conditions of access to certain services that require the use of Cookies.

The user may configure his/her browsing software so that cookies are stored in his/her device or, on the contrary, rejected either systematically or according to their issuer.

The user may also configure his/her browsing software so that the acceptance or refusal of cookies is occasionally proposed to him/her, before a cookie can be saved in his/her device.

Configuration elements of the main browsers:

At any time, the user may choose to block or disable these cookies by configuring the Internet browser on his/her computer, tablet, or mobile device, according to the instructions established by his/her Internet browser supplier and appearing on the websites mentioned below.

For more details, the user may also consult the website of the Swiss federal data protection and information commissioner and particularly the following page:

<https://www.edoeb.admin.ch/datenschutz/00683/01103/01104/index.html?lang=en>

- In Mozilla Firefox:

Open the "Tools" menu and select "Options". Click on the "Privacy" tab and choose the desired options or follow this link: <http://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

- In Microsoft Internet Explorer:

Open the "Tools" menu and select "Internet options". Click on the "Privacy" tab, then the "Advanced" tab. Choose the desired level or follow this link: <http://windows.microsoft.com/en-US/windows-vista/Block-or-allow-cookies>

- In Safari:

Choose "Safari > Preferences" and then click on "Security". In the "Accept cookies" section, choose the desired options or follow this link:

<http://support.apple.com/kb/index?page=search&fac=all&q=cookies%20safari>

- In Google Chrome:

Open the configuration menu (wrench logo) and select "Options". Click on "Advanced options". Then in the "Privacy" section, click on "Content settings" and choose the desired options or follow this link: <https://support.google.com/chrome/answer/95647?hl=en>

- In iOS:

[http://support.apple.com/kb/HT1677?viewlocale=en\\_US](http://support.apple.com/kb/HT1677?viewlocale=en_US)

The user can also type "cookies" in the "help" section of his/her browser to access the configuration instructions.

In no case shall CLAUDIE PIERLOT be liable in any capacity whatsoever for the content or operation of any social network, including those that may be linked to the Website.

## 20. INTELLECTUAL PROPERTY

CLAUDIE PIERLOT is the exclusive holder of the intellectual property rights to:

- The Items proposed on the Website and the trademarks associated with the Items,
- The Website, and in particular its tree view, the organisation and titles of its sections, the visual and graphic identity, its design, its ergonomics, its features, software, texts, animated or fixed images, sounds, know-how, drawings, graphics, and any other element composing the Website,

- The databases, their structure, and their content, designed and managed by CLAUDIE PIERLOT for the needs of the Website's publication,
- All design elements of the Website, whether they are graphic or technical,
- The names, abbreviations, logos, colours, graphics, or other signs that may be used, produced, or implemented by CLAUDIE PIERLOT.

It is therefore forbidden to reproduce in any form whatsoever, directly or indirectly, the elements referred to in the preceding paragraph, or alter the trademarks, patents, names, symbols, logos, colours, graphics, or other signs appearing on the elements made available within the Website, or, more generally, use or exploit these elements other than as part of the performance hereof.

As such, the reproduction or use of all or part of these elements is authorised only for the exclusive purposes of information for personal and private use. Any reproduction and any use of copies done for other purposes is expressly prohibited.

Any other use, except with CLAUDIE PIERLOT's prior written authorisation, constitutes an infringement and is punishable under intellectual property laws.

## 21. MODIFICATION OF THE GTC

Given the possible changes to the Website and the regulations, CLAUDIE PIERLOT reserves the right to modify the GTC at any time.

Where appropriate, the new terms and conditions of sales shall be brought to the Customer's knowledge by modification of the dedicated page of the Website. The Customer shall then be invited to expressly consent to the new version of the GTC by clicking on "I have read the General Terms and Conditions of Sale and I accept them" for each new order.

The latest version of the GTC may be downloaded on a reliable durable medium from the dedicated page of the Website and according to the methods indicated in the Preamble.

## 22. APPLICABLE LAW

The present GTC are subject to Swiss law.

In the event of a dispute, the Customer shall contact CLAUDIE PIERLOT by priority to seek an amicable solution.

Any litigation shall be subject to the exclusive jurisdiction of the Swiss courts of the Customer's place of domicile.