



## GENERAL TERMS AND CONDITIONS OF SALE

Last update: 05/18/2021

### PREAMBLE

In order to better meet the expectations of its customers, St-Barth Trading has decided to allow them to access, in parallel to the St-Barth Electronic brand that they operate, a wide selection of products on its website [www.stbarthstore.com](http://www.stbarthstore.com).

1) Identification of the author of the offer and customer service:

1.1) In the absence of details on the Product sheet, the author of the offer is the company :

SAS St-Barth Trading

Share capital of 1 255 000,00 €.

VAT number: FR11438210627 –

Lieu-dit Saint Jean 97133 St-Barthélémy

The Site's customer service department can be reached by telephone at +590 590 277777 from metropolitan France (call not surcharged), from Monday to Saturday, from 9am to 6pm, except on public holidays. He can also be reached by e-mail, from the online contact form available on the Site, a reply will then be given within 48 working hours. Its premises are located : Lieu-dit Saint Jean 97133 St-Barthélémy.

1.2) Partner offers

For the Products presented in the framework of the Partner Offer, the author of the offer is the Partner identified by the mention "Sold and shipped by". This mention appears after selecting the size. By clicking on the name of the Partner in the Product file, the Customer accesses the identification details of the author of the offer as well as the special conditions of sale concerning these Products.

These conditions are specific to the Partners and may differ from the conditions proposed by St-Barth Store. The products of the Partner Offer are neither returned nor exchanged by St-Barth Store.

2) Definitions:

The terms used in these terms and conditions of sale have the following meaning:

**St-Barth Trading:** Company offering the Products for sale through the Site it operates, as identified above.

**Customer:** A natural person over the age of 15 who is a consumer and who purchases one or more Products for his or her personal needs through the Site.

**Order:** Purchase order from the Customer for one or more Products through the Site.

**Partner Offer:** Offer of Products selected from commercial Partners and sold on the Site [www.stbarthstore.com](http://www.stbarthstore.com) in the name and on behalf of the said Partners.

The products offered in the framework of the Partner Offer are identified by the mention "Shipped by" in the Product file. Specific conditions of withdrawal periods, delivery conditions, guarantees and/or services are applicable to the Products offered within the framework of the Partner Offer. These specific conditions are accessible via the Product Sheets by clicking on the name of the Partner.

**Partner:** a merchant partner who has entered into a partnership agreement with St-Barth Trading to offer its products for sale, and who has given St-Barth Trading a mandate to conclude the sale and collect payment in its name and on its behalf.

**Party (ies):** the Customer and St-Barth Store.

**Product :** Goods offered for sale on the [www.stbarthstore.com](http://www.stbarthstore.com) website, as well as on the Showroom Digital Internet terminal accessible in St-Barth Trading stores.

**Website:** Merchant website accessible from the [www.stbarthstore.com](http://www.stbarthstore.com) website or the Showroom Digital Internet terminal in stores where St-Barth



Trading offers the Products.

Digital Showroom: access to the Site from the Showroom Digital Internet terminal in the store. Customers place their orders in store on the Site via the Showroom Digital Internet terminal.

## ARTICLE I. OBJECT

The purpose of the present terms and conditions of sale is to define the rights and obligations of St-Barth Store and their Customers in the context of the sale of Products on the Site.

As such, any order of a Product through the Website implies the pure and simple acceptance of these terms and conditions of sale.

## ARTICLE II. SCOPE OF APPLICATION

The present general conditions apply to purchases made through the Site accessible at the address [www.stbarthstore.com](http://www.stbarthstore.com). Special conditions may be provided for, in particular in the case of promotional operations or for the products proposed within the framework of the Partner Offer. In the presence of special conditions, these shall prevail over the general conditions. Unless otherwise indicated, promotional offers are not applicable to the red points, nor to the Partner Offers. In the case of exclusive promotional offers applicable only to one sales channel only on one sales channel, the other channel will not be obliged to be required to apply the price and conditions of the specific offer (e.g.: excluded web; exclusive store offer).

Within the framework of the Showroom Digital services, the Customer places the order in store, however the order is managed as an internet order; purchases are made on the Site [www.stbarthstore.com](http://www.stbarthstore.com), and these terms and conditions apply. Any order on the Site implies the acceptance without reserve of these General Conditions of Sale.

In accordance with the provisions of Article 1125 of the Civil Code, these general conditions of sale can be kept by any person visiting the Site, by  
Conditions générales de vente – St-Barth Store – 05/18/2021

means of a Site, by means of a computer record and can be reproduced by the may also be reproduced by the Customer, by means of printing. The general terms and conditions of sale are also also sent to the Customer in the order confirmation e-mail via a link order confirmation by means of a link. The applicable general terms and conditions of sale are those appearing on the Site at the date of the order. In the event that, on the same date, different general terms and conditions of sale are also accessible to the public via other Internet sites or by any other by any other means, they cannot be enforced against St-Barth Store.

St-Barth Store reserves the right to adapt or modify these terms and conditions at any time and without prior notice, the adaptations or modifications being applicable to all orders placed after these adaptations or modifications.

## ARTICLE II BIS. PARTNER OFFER

To give you access to more and more brands and thus offer you a wider selection, [stbarthstore.com](http://stbarthstore.com) opens its online store to professional partner sellers.

These partner sellers offer you their collections on our online store and are in charge of the preparation, shipping and after-sales service of your order.

What this means for the Customer:

1. A simple procedure: the Customer places an order on the Site
2. A secure payment: the payment of the order is made on the Site via the secure payment interface of our partner and no banking information is transmitted to our partners.
3. Specialist expertise: it is possible to contact the partners directly via the "My Account" space on the Site.
4. Double security: the after-sales service is provided by the partner seller.

### ARTICLE III. PRODUCTS OFFERED ON THE SITE

The Products presented on the Site are in conformity with the French legislation in force and the standards applicable in France. In the event that the supplier withdraws a Product from the market, the Product will be withdrawn from the Site as soon as possible, and the orders in progress will be automatically cancelled without any possibility of complaint for the Customer. The offers of Products are valid as long as they appear on the Site [www.stbarthstore.com](http://www.stbarthstore.com), within the limit of available stocks. The stock levels are updated regularly. In case of shortage, the Customer will be informed of the unavailability of the Product. For technical reasons, the actual rendering of the Products may sometimes differ slightly from the photographs presented on the Site. In the event of an obvious error between the characteristics of the Products as described in the Product sheet and their representation, the written description of the Product shall prevail.

In the event that, after the date of their removal from the Site, Product offers remain accessible to the public via other websites or by any other means, they will no longer be binding on St-Barth Store.

### ARTICLE IV. PRODUCT PRICES

The prices of the Products indicated on the Site are in Euros, all taxes included (TTC) and are communicated on the product sheets. Delivery charges may be added according to the type and amount of the order. The price of products presented on the site may vary depending on current promotional offers and may be different from prices charged in the store St-Barth Electronique. Delivery costs are communicated, at the latest before the confirmation of the Order. The Products will be invoiced on the basis of the rates in force at the time of the confirmation of the Order. In case of obvious and gross error on the price, St-Barth Store cannot be held responsible and reserves

the right to cancel the orders.

### ARTICLE V. ORDER

#### 1) CUSTOMER'S CAPACITY

Only natural persons legally capable of entering into contracts concerning the Products offered for sale on the Site may place orders on the Site. When placing the order, the Customer guarantees that he/she has the full legal capacity to adhere to the present general sales conditions and thus conclude the Sale. Some of the Products offered for sale on the Site may be reserved for persons of legal age. When ordering this type of Product, the Customer undertakes to be at least eighteen (18) years old on the date of the order. St-Barth Store or the Partner reserves the right to request proof of identity upon delivery.

#### 2) PLACING OF THE ORDER

Orders are placed in French and in Euros. The Order implies acceptance of the prices and characteristics of the Products presented on the Site. The Customer may place an Order directly on the Web Site or via the Showroom Digital service for stores offering such services. The customer has 2 possibilities:

- Create an account prior to the first Order. This account will be accessible at any time by the Customer thanks to his/her login and password.
- Ordering without creating an account.

When opening an account, the Customer agrees to provide the information requested and undertakes to ensure that this information is correct:

- first and last name: information necessary to identify the owner of the order
- postal address: information necessary for home delivery
- telephone: information necessary for the follow-up of the delivery
- e-mail address: information needed to send order confirmation and delivery tracking e-mails

When placing the Order, the Customer:



- Fill in the type of payment card, card number, expiration date and cryptogram of the card. The payment card information is secured.
- verify the validity of the information contained in his account.

Within the framework of the Showroom Digital application and the stbarthstore.com General Terms and Conditions of Sale, the Customer pays the amount of his order :

- at the cash desk in the store. He can pay his order with the payment methods accepted in the Stores.
- on an electronic payment terminal.

Payment is made by credit card. The validation of the order is done by the identification of the Customer (electronic address) and validation of the payment. The order then becomes final subject to the right of withdrawal defined in Article VIII hereof and the Customer undertakes to pay the amount of the Order. The Customer shall have the option, prior to To confirm the Order, the Customer must go back to the previous pages and correct and modify the Order and the information previously provided before confirming the Order to express his/her final acceptance. St-barthstore.com shall not be held responsible for any typing errors made by the Customer, nor for any consequences resulting from such errors in terms of late delivery or incorrect delivery.

### 3) Order confirmation

Once the Order has been validated by the Customer, an e-mail confirming receipt of the Order and containing all the information required will be sent to the Customer. St-Barth Store undertakes to make the Order available within 1 to 5 working days from the day after the e-mail confirming the Order is sent. The Order shall only be considered definitive once the Customer has received the dispatch e-mail specifying the conditions under which the Products will be dispatched. In the event that a Product ordered by the Customer is unavailable, St-Barth Store undertakes to inform the Customer by e-mail as soon as it is aware of this unavailability. For orders

placed for Products offered as part of the Partner Offer, the Customer will receive as many order confirmations as there are different Partners shipping the Products selected in the basket. For orders placed via Showroom Digital, the order will only be considered definitive once the Sales Order dispatch e-mail has been sent to the Customer, unless the Customer has paid for the Sales Order in-store, in which case the Sales Order will be considered definitive once payment has been received.

St-Barth Store and/or its partner VERIFONE reserve the right to request proof of identity from the Customer in order to combat fraud. In the event of a request for proof of identity, the Customer will be informed by e-mail and/or telephone and will then have the option of cancelling the order. St-Barth Store shall have the right to refuse any Order considered suspicious or abnormal.

### 4) Order tracking

The Customer may consult the status of his or her Order by consulting the "My Account" section of the Web site. If the Customer does not have an account, a question may be sent via the contact form available on the Web site.

## ARTICLE VI. PAYMENT

### 1) METHOD OF PAYMENT

By clicking on the button "I confirm my payment", the Customer validates his order and commits himself to pay the price. The payment of the entire basket is made in one go (except for payment facilities chosen by the Customer), whatever the Products appearing in it (Products sold by the Site or proposed in the framework of the Partner Offer). The payment order made by card cannot be cancelled. Payment of the Order by the Customer is irrevocable, without prejudice to the Customer's right of withdrawal. Ownership of the Product shall not pass to the Customer until the price has been fully paid by St-Barth Store and the Product has been received by the Customer. The Customer



may pay for the Order by credit card (CB, Visa, Eurocard/Mastercard, American Express, E-carte bleue), gift cards and vouchers in accordance with the terms and conditions applicable to this type of payment or by PayPal account.

For customers using the Showroom Digital application, the methods of payment accepted are those accepted in stores under the St-Barth Store or St-Barth Electronique brand. The Customer confirms and guarantees that he/she is the holder of the means of payment used for the payment and that the latter gives access to sufficient funds to cover all the costs necessary for the payment of the Order. For all inquiries related to debit terms, the Customer may contact Customer Service:

- for Products purchased in the Store via the Showroom Digital application, the debit takes place at the time the Customer validates the payment.
- for Products offered as part of the Partner Offer, the Order shall be debited when the Order is validated.

If the Order contains several Products, in the event that only part of the Order is unavailable, the delivery charges will not be refunded.

## 2) PAYMENT VALIDATION

St-Barth Trading makes every effort to ensure the confidentiality and security of data transmitted on its site. In this regard, banking data are managed by the Paybox service via the bank Crédit Agricole which uses a secure SSL encryption module. St-Barth Store has no knowledge of your banking data at any time.

\* The payment in 3 times is a payment facility that we offer. If the second or third installment is not paid and you do not pay within 10 days, we will send your file to a collection agency. An additional fee of 20% will be added to the amount due.

## ARTICLE VII. DELIVERY (EXCLUDING PARTNER OFFERS)

The provisions of this article are not valid for the Products offered under the Partner Offer. The Customer will be able to obtain information concerning the delivery policy of the Partner concerned on the corresponding Product sheets.

### 1) PLACE OF DELIVERY

Subject to the provisions of the paragraph below, the delivery of the Products may take place in the following places:

- At the Customer's home, at the address indicated by the Customer in St Barthelemy.
- The Customer also has the option of having the Products delivered to one of the natural persons of his/her choice, whose permanent residence is located in St Barthelemy.
- The Customer can also choose to be delivered in the Click & Collect area of the St-Barth Electronique store. This service is available for all orders under 1000€ excluding VAT, except for jewelry and bulky products (see conditions in article 3 e).
- Customers can also choose to pick up their order in one of the St-Barth store's automatic lockers available at the Drive and Mangers, using a pick-up code.

### 2) DELIVERY TIMES

As from the validation of the order, your products will be delivered within a maximum of 6 days. In case of delay of delivery, the Customer will be able to ask for the resolution of the sale in the conditions foreseen by the article L 216-1 and following of the code of the consumption. In the eventuality where the delay of delivery would be imputable to the Customer, in particular in case of absence at the time of the delivery or not withdrawal of its parcel, the provisions of the article L 216-1 of the code of the consumption will not be applicable.

### 3) TERMS OF DELIVERY

#### DELIVERY IN METROPOLITAN FRANCE

##### 1. Methods of delivery:

Packages are delivered against a signature. In case of in-store pickup, the Customer must present an original ID (passport, ID card, driver's license or residence permit). If the package is picked up by a third party on behalf of the Customer, the third party will have to present his or her ID, the Customer's ID, and a letter of proxy. The Customer will be alerted by email and SMS of the methods of withdrawal of the said parcel.

##### a. Home delivery / VIP delivery:

This service is provided by St-Barth Store. Orders are delivered to the Customer's home from Monday to Saturday within 2 to 3 working days after the package has been shipped. Packages are delivered against a signature.

St-Barth Store informs the Customer the day before the delivery by email and/or SMS of the delivery time slot.

In case of absence on the day of delivery, the recipient can choose to reschedule his delivery:

- Choose a new delivery date of his choice (within 6 days maximum).
- An email will be sent to inform of the availability of the package at the store.
- A reminder email after 6 calendar days in case of non withdrawal. The rescheduling of the delivery can be done by contacting the Customer Service by email or phone. If the Customer is absent during the first delivery, a notice will be left in his mailbox. The Customer can indicate the option that suits him/her by calling the telephone number indicated on the delivery notice.

If the Customer has chosen a new delivery at home or at a neighbour's, he will have to make sure to be present, in case of new absence, the parcel will be returned to the sender and put back in stock. The Customer will then be reimbursed for the amount of his order upon receipt of the package in the St-Barth Store warehouses (no

reshipment will be possible).

##### b. Drive & Collect:

This service is provided by St-Barth Store. Orders are available in the store or the depository chosen by the Customer the day after they are shipped. Deliveries are made from Monday to Saturday, excluding public holidays and days when stores are closed.

##### - Drive & Collect appointment:

The Customer has the possibility to make an appointment on a time slot of 1 hour when validating his order. He will be informed by an email and a SMS advising him of the availability of the parcel at the store. The customer should not move before receiving these notices. The package will be available for 8 working days following its delivery.

After this period, the package will be returned to stock. The customer will then be reimbursed for the amount of the order upon receipt of the package in the St-Barth Store (no reshipment will be possible).

##### - 24/7 lockers:

In case of collection from a locker, if the Customer has chosen delivery in a locker, the address of the locker as well as the opening code will be communicated to him/her in the notification of arrival of the package by an email and/or a SMS. The parcel is made available to the Customer in the locker from 1pm. Except at the end of the year, the delivery will be made during the day until 6pm. There is no need to move before receiving these notices.

The parcel will be available for 3 working days following its delivery. After this period, the parcel will be put back in stock. The Customer will then be reimbursed for the amount of his order upon receipt of the package in the St-Barth Store warehouses (no reshipment will be possible).

c. In-store pick-up (Click & Collect)

This service is offered exclusively in St-Barth Trading stores. Orders are delivered to the store chosen by the Customer, from Monday to Saturday, during store opening hours. The Customer is informed by email and SMS of the availability of the Product in store. The package is available in store for 10 working days following the reception of the email and the SMS of confirmation. There is no need to come to the store before receiving these notices.

Beyond this period, the order will be cancelled and returned to the stbarthstore.com warehouses. Upon receipt, the package will be returned to stock and the Customer will be refunded the amount of the order upon return of the package to the stbarthstore.com warehouses (no reshipment will be possible).

d. Delivery outside St Barths : Delivery outside the island of St Barths can be quoted.

1. Receipt of the products

The risks are transferred upon delivery of the Products. It is strongly recommended that the Customer or the recipient of the Order check the condition and conformity of the package upon delivery. If the package appears to be damaged or open, the Customer is requested to express his/her reservations on the electronic delivery receipt issued by the delivery agent. If the package appears to be empty, the Customer must refuse delivery and contact St-Barth Store customer service. Any claim relating to an apparent defect or damage during the delivery of a Product must, in order to be valid vis-à-vis the deliverer, be sent without delay from the date of receipt of the goods, by email or letter addressed to the Site's Customer Service.

In case of damage, the Customer shall detail them precisely on the return form, the provisions of Article IX below remaining applicable. In the event of a refusal of delivery or return of the Product for the above-mentioned reasons, the Customer may request the cancellation of his

order under the conditions provided for in Article X herein.

2. Rates and delivery times

The rates and delivery times indicated are indicative. They are the delivery times of our deliverymen in working days. They take effect from the date of shipment of the order. The delivery costs can be free from a certain total amount of basket or at the time of specific commercial operations whose conditions are communicated in due time to the eligible customers.

ARTICLE VIII. RIGHT OF WITHDRAWAL - SATISFIED OR REIMBURSED (EXCLUDING PARTNER OFFERS)

The provisions of this article may differ in the context of the Partner Offer, with the exception of the legal right of withdrawal under the conditions recalled in Article VIII 1.

A. For the Partner Offers, the return conditions are specific to each Partner and are accessible on the corresponding Product sheets.

- 1) Right of withdrawal and additional period for return
  - i. Right of withdrawal
  - a) Exercising the right of withdrawal

St-Barth Store intends that any customer who is not satisfied with the Products ordered can exercise his right of withdrawal under the best conditions. The legal retraction period is fourteen (14) clear days from receipt of the Product, in accordance with articles L 221-18 and following of the French Consumer Code, except for the exceptions and limitations set out in points b) and c) of this article. The right of withdrawal may be exercised by the Customer by any unambiguous statement expressing his or her wish to withdraw or by sending St-Barth Store the withdrawal form, available on the last page of these general terms and conditions of sale, duly completed. In the case of an order for several Products delivered separately or for a Product made up of multiple

lots or parts whose delivery is staggered, the time limit runs from the receipt of the last product or lot or part. The burden of proof of the effective exercise of the right of withdrawal lies with the Customer. The Customer must return the Product without undue delay and at the latest within fourteen (14) days following the communication of his decision to withdraw. The Customer returning the Product within this period has the right to a refund of the price of the Product ordered and to a refund of the outbound delivery costs on the basis of the cost of a standard delivery, regardless of the delivery method selected by the Customer when ordering. In the event that the Customer returns the Products by his own means, the return costs will remain at the Customer's expense. The refund of the returned Products at the invoiced price, including the outbound delivery costs, will be made using the same means of payment that was used to pay for the order. The refund will be made within fourteen (14) days following the General Terms of Sale [stbarthstore.com](https://stbarthstore.com) upon receipt of information from the Customer of his decision to withdraw, St-Barth Store reserves the right to defer the refund until the recovery of the Product or proof of shipment of the products by the Customer, the date retained being the first of these facts. For Products returned in store to the Click and Collect area, the refund is made in store and will be effective on the day the package is received in the warehouse.

For the Customers having placed their order via the application Showroom Digital, the methods of refunding are the following ones:

- For Customers who have paid for their order by credit card: the Customer will be reimbursed at the invoiced price using the same means of payment as that used for payment.
- For customers who paid for their order by another means of payment (gift card, gift certificates, cash), the customer must return to a St-Barth Store to be reimbursed according to the means of payment chosen by the customer. If the right of withdrawal is used for only part of the order, only the price invoiced for the returned

Products will be refunded. The delivery costs of the order will remain at the expense of the Customer. In case of partial withdrawal of the order, the Customer who would have benefited, at the time of the initial order, from the free delivery because of the exceeding of a certain amount of order, could be re-invoiced the delivery costs corresponding to its effective order, if this last one passed under the threshold of free delivery, except if the order was carried out via the application Showroom Digital.

## ii. Terms and conditions of return

Items are returned within 14 days from the date of delivery.

Any product that is incomplete, damaged, used, deteriorated, soiled or even partially consumed cannot be exchanged or refunded.

For reasons of hygiene, St-Barth Store does not take back or reimburse small household appliances and personal care products (clippers, depilators, straighteners, etc.), worn lingerie (underwear, swimwear, self-adhesive lingerie, etc.), or products whose packaging has been opened.

Beauty packaging (cream, make-up, etc.) must not be unsealed. The cases of watches and jewelry are essential and the dial must be provided with the original protective sticker. For Products shipped from St-Barth Store to the island of St-Barth, the return request can be made by different means described below:

### a) Online request from the My Account area:

#### STEP 1:

- The Customer connects to his or her Customer Area under the heading "Track my orders and returns".
- He chooses the order on which he wishes to make a return.
- He selects the item(s) to return and indicates the reasons for the return.
- He prints the return document (one for each selected order).





This document contains two parts: The return form and the return label. For Customers who have paid at the cash desk with the payment methods accepted in Stores, the Customer can carry out Step 1 described above, however the refund can only be made in Store.

#### STEP 2:

- He/she puts the Product(s) to be returned in the package.
- He cuts out the delivery note and attaches it to his Products.
- He closes his package, then sticks the return label.

#### STEP 3:

- He can drop off his package in a St-Barth Store showroom. The customer signs and stamps the proof of delivery with the current date by the St-Barth Store. If the package is returned to a St-Barth Store, the Customer is asked to present his return slip. It is advisable to keep the package open, as the store's customer service representatives will check the merchandise before proceeding with the immediate refund of the Customer. The appointment must be made as soon as possible after the Customer receives the carrier's label, unless the carrier cannot be held responsible. In any case, the return of the Product must take place at the latest within 14 (fourteen) days from the delivery. If, due to the Customer's fault (delay in making an appointment with the carrier in particular), the Product could not be collected within the aforementioned period, St-Barth Store would be entitled to consider that the Customer has waived his right of withdrawal or return. The product will be submitted to the expertise of the brand before any refund.

- b) Request for return to the Customer Service [stbarthstore.com](mailto:stbarthstore.com)

The Customer wishing to return the Product can also call the Customer Service at +590 590 277777 (toll free) specifying if it is a return request. The Customer Service will send the customer by e-mail a label from the chosen Conditions générales de vente – St-Barth Store – 05/18/2021

carrier as soon as possible. The Customer can then follow the procedure described above to label his return package and give it to one of the carriers mentioned.

- c) Return by any means

The Customer retains the possibility of returning the Products by his own means: To do so, the Customer is asked to contact the Customer Service at +590 590 277777 (not surcharged) specifying that it is a return request. The Customer Service will then give him the return address by phone. It is reminded that in this case, the return will be made at the risk of the Customer. The transfer of risks will only be effective after St-Barth Store has received the Product(s), checked their condition, and subject to the need for expertise for certain Products. The reimbursement of the Products returned at the invoiced price, including the cost of delivery to the Customer's address, will be made, by default, by crediting the Customer's bank account corresponding to the initial means of payment, on receipt of the returned Products by St-Barth Store. In case of use of the right of withdrawal for only a part of the order, only the price invoiced for the returned Products will be refunded.

- d) Return from outside St- Barth

For the return of orders delivered outside the island, the Customer will have to follow the first two steps mentioned above, and then hand over his parcel to the carrier or to the chosen postal service. It is preferable to keep a proof of shipment of the package, as it remains under the responsibility of the Customer until its arrival in our warehouses. If the package was lost during transport, the Customer will have a document proving its shipment.

The address is as follows: St-Barth Electronique, St Jean, 97133 St Barthelemy.

**ARTICLE IX. CONFORMITE – GARANTIE**

The Customer must ensure that the Products delivered to him/her correspond to his/her Order. In the event that the Products delivered do not correspond to the Order, the Customer is invited to contact the Web Site's Customer Service and return the Product(s) in question in accordance with the conditions set forth in Article VIII of these General Terms and Conditions of Sale. Notwithstanding the specific warranty conditions given to the Customer with the delivered Product, the Products presented on the Site are subject to the following warranty conditions:

**Legal guarantee of conformity:****Article L.217-4 of the Consumer Code:**

The seller delivers a good in conformity with the contract and is responsible for the defects of conformity existing at the time of delivery. He is also responsible for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter has been put at his charge by the contract or has been carried out under his responsibility.

**Article L.217-5 of the Consumer Code:**

The good is in conformity with the contract:

1° If it is suitable for the use usually expected of a similar good and, if necessary : - if it corresponds to the description given by the seller and has the qualities that the latter has presented to the buyer in the form of a sample or model; - if it has the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the producer or by his representative, including in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter. Article L.217-12 of the Consumer Code: The action resulting from the lack of conformity is prescribed by two years as

from the delivery of the good.

Guarantee of the hidden defects: Article 1641 of the Civil code, The salesman is held of the guarantee because of the hidden defects of the sold thing which make it unsuitable with the use for which one intends it, or which decrease so much this use, that the purchaser would not have acquired it, or would have given only one less price, if it had known them.' 'Article 1648 of the Civil code, first paragraph: The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.' The repair of the consequences of the hidden defect, when it will have been proved, includes at the choice of the Customer except if this wish involves a cost obviously disproportionate compared to the other modality: - either the repair of the article, - or its replacement or, its refunding, In the case of a request for refunding the Customer will be refunded after expertise of the Product and within 30 days after reception of this one by the St-Barth Store or by the Partner.

**ARTICLE X. COMPLAINTS – INFORMATION**

For any information, complaint or question relating to the conditions of mail order sales set up by St-Barth Store and in particular to the Site or to the Products themselves, the Customer should contact the Site's Customer Service by e-mail using the contact form, or by telephone on +590 590 277777 (toll-free), quoting his order number if necessary. For any information, complaint or question relating to the Products offered in the framework of the Partner Offer, the Customer must use the contact forms made available to him in his Customer Account or on the Product sheets concerned. Telephone contact information will be used for the proper functioning of the shipment of the package, and if the Customer has accepted it in the collection form, for commercial purposes. In accordance with the law of March 17, 2014, you can register on the list of opposition to telephone canvassing on the site [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) . This registration is free of charge and this opposition list is binding on all professionals except those with whom a contract is in progress.



## ARTICLE XI. PERSONAL DATA - PRIVACY

St-Barth Store attaches great importance to the protection of personal data. In accordance with the applicable regulations and in particular the European Data Protection Regulation (known as "RGPD"), St-Barth Store has created an electronic file that records certain personal data relating to their customers in order to manage their orders, monitor customer relations and send them information and commercial requests. Some of the information transmitted and/or collected also allows us to better know the customer, and thus to improve and personalize our services. For orders of Products offered under the Partner Offer, the information necessary to process the order will be transmitted to the Partner concerned. The Customer has at any time an individual right of access, deletion and rectification of his personal data provided for by the law that he can exercise as follows - either by modifying your personal information yourself on the "My Account" space accessible on the Website, - or by contacting the customer service department and making a request to modify or delete your customer data, - or finally by making the request by email to the address [serviceclient@stbarthstore.com](mailto:serviceclient@stbarthstore.com). Depending on the choices made when creating or consulting his account, the Customer may agree to receive from St-Barth Store and/or their Partners, commercial offers or be informed of specific operations through all channels (sms and/or email and/or social networks in particular). If the Customer no longer wishes to receive these offers, he/she may at any time request to unsubscribe by clicking on an electronic unsubscribe link available on the emails, stop sms for this purpose, or by modifying his/her account settings directly on the Website. To learn more about our Privacy Policy: <https://www.stbarthstore.com/fr/content/16-donnees-personnelles>. For orders of Products offered as part of the Partner Offer, the information necessary to process the order will be transmitted to the relevant Partner.

## ARTICLE XII. LIABILITY

Apart from the cases expressly provided for by the laws in force, St-Barth Store's liability is limited to direct and foreseeable damage that may result from the Customer's use of the Website and the Products sold and shipped by it. For Products offered as part of the Partner Offer, only the Partner is liable for any damage that may be caused by its Products. Neither St-Barth Store nor the Partners shall be liable for damages resulting from a fault of the Customer in the use of the Products. Terms and conditions of sale [stbarthstore.com](https://www.stbarthstore.com);

Neither St-Barth Store nor the Partners shall be held liable if the non-performance or improper performance of its obligations is attributable to the Customer, to the unforeseeable and insurmountable act of a third party not involved in the provision of the services provided for in these general terms and conditions of sale, or to an unforeseeable, irresistible and external force majeure event. St-Barth Store is not responsible for the content and operation of the sites linked to the Site, nor for any damage of any kind that may be suffered by the Customer when visiting these Sites. The use of the Site implies the knowledge and acceptance by the Customer of the characteristics and limits of the Internet and related technologies, the lack of protection of certain data against possible misappropriation or piracy and the risk of contamination by possible viruses circulating on the network. St-Barth Store declines all responsibility in case of misuse or incident related to the use of the computer, access to the Internet, maintenance or malfunction of servers, telephone line or any other technical connection, and sending forms to an incorrect or incomplete address, any computer errors or defects found on the Site.



## ARTICLE XIII. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All elements published on the Site, such as sounds, images, photographs, videos, writings, animations, programs, graphic charts, databases, software and other underlying technology are protected by the provisions of the Intellectual Property Code and belong to St-Barth Store or, where applicable, have been duly licensed to them. The "St-Barth Store" brand, as well as all figurative or non-figurative brands and, more generally, all other brands, illustrations, images and logos appearing on the items, their accessories or packaging, whether registered or not, are and will remain the exclusive property of St-Barth Store, with the exception of the rights held by St-Barth Store's suppliers and partners on the visuals of their Products, their brands and logos presented on the Site. 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 St-Barth Store, is strictly prohibited. The same applies to any combination or conjunction with any other brand, symbol, logotype and more generally any distinctive sign intended to form a composite logo, with the exception of logos and descriptive signs belonging to the brands on the site. The same applies to all copyrights, designs and patents that are the property of St-Barth Store. St-Barth Store prohibits any deep hypertext link to the website or any hypertext link that uses a transclusion technique. Any user wishing to place a simple link on his personal website directly to the home page of the Website must first request express permission from St-Barth Store.

## ARTICLE XIV. FORCE MAJEURE

The performance by St-Barth Store or the Partners of all or part of their obligations will be suspended in the event of a fortuitous event or force majeure that would hinder or delay their performance. This includes, but is not limited to, war, riots,

insurrection, social unrest and strikes of any kind. St-Barth Store or the Partner, as the case may be, shall inform the Customer of any such fortuitous event or force majeure within seven days of its occurrence. In the event that this suspension continues beyond a period of fifteen days, the Customer will then have the possibility of cancelling the order in progress, and it will then be proceeded to its refunding under the conditions stated in the article L 216-3 of the Code of consumption.

## ARTICLE XV. PARTIAL INVALIDITY

If one or several stipulations of the present general conditions of sale were judged illicit or null, this nullity would not have for effect to involve the nullity of the other provisions of these conditions.

## ARTICLE XVI. AGREEMENT ON PROOF

It is expressly agreed that the Parties may communicate with each other electronically or by telephone via the Site's Customer Service, for the purposes of these general terms of sale. Technical security measures are provided to ensure the confidentiality of data exchanged.

The parties agree that the emails exchanged between them are valid proof of the content of their exchanges and, where applicable, of their commitments, particularly with regard to the transmission and acceptance of orders.

## ARTICLE XVII. PRESERVATION AND ARCHIVING OF ORDERS

The filing of the purchase orders and invoices is carried out on a reliable and durable support so as to correspond to a faithful and durable copy in accordance with article 1348 of the civil code.

## ARTICLE XVIII. DISPUTES - APPLICABLE LAW - COMPETENT JURISDICTION

The present general conditions of sale are subject to the application of French law. Only the French version of these general terms and conditions of sale is authentic. In case of difficulty arising from



the order or delivery of St-Barth Store items, the customer will have the opportunity, before any legal action, to seek an amicable solution with the help of a consumer association or any other counsel of his choice. Any dispute arising from the interpretation or execution of these general conditions of sale and its consequences will be brought before the competent courts.

WITHDRAWAL FORM

MODEL OF WITHDRAWAL FORM

For purchases made on the site [www.stbarthstore.com](http://www.stbarthstore.com) excluding partner offers. Please complete and return this form only if you wish to withdraw from the contract by your own means.

TO THE ATTENTION OF ST-BARTH STORE,  
CUSTOMER SERVICE, 97133 ST JEAN, FRANCE

I hereby notify you of my withdrawal from the contract for the sale (\*) of the following goods / services .....

Order received on .....

Number of my order .....

Name :

Address :

Date :

SIGNATURE

(\*) Delete as appropriate