

GENERAL TERMS AND CONDITIONS OF SALE

For customers

Welcome to XELLISS.com

XELLISS and/or its affiliated companies ("XELLISS") provide you with the functionality of the website and other products and services when you visit or purchase on the XELLISS.fr website (the "**Website**"), use XELLISS products and services, use XELLISS mobile applications, or use software provided by XELLISS in connection with any of the aforementioned (hereinafter collectively referred to as "XELLISS Services"). XELLISS provides XELLISS Services in accordance with the conditions defined on this page.

These General Terms and Conditions of Sale govern the sale of products between XELLISS and you. We offer a wide range of XELLISS Services, and additional conditions may apply. If these General Terms and Conditions of Sale conflict with the Conditions of Service, the Conditions of Service will prevail.

Please read these conditions carefully before placing an order with XELLISS. By ordering with XELLISS, you are notifying us of your agreement to be subject to these conditions.

1. HOW TO PLACE AN ORDER

If you wish to purchase one or more products listed on the Website, you must select each product you wish to purchase and add it to your shopping cart. Once you have selected all the products you wish to purchase, you can confirm the contents of your shopping cart and place the order.

At this point, you will be redirected to a page summarising the details of the products you have selected, their price and delivery options (with the relevant delivery charges). You will then be asked to choose the delivery options and the shipping and payment methods that are most convenient for you.

At the top of this page is the purchase button. You must click on this button to confirm and place your order.

After placing your order, we will send you a confirmation message. However, you have the possibility to modify your order until the shipping date of your items.

Please note that we only sell products in quantities that meet the average household's usual needs. This applies both to the number of products ordered in a single order and to the number of individual orders within the usual quantity of a normal household placed for the same product. XELLISS does not sell to wholesale or semi-wholesale professionals on the XELLISS.com website.

You agree to obtain invoices for your purchases electronically. The electronic invoices will be made available to you in .pdf format in the "Your Account" area on our Website. For each delivery, we will inform you in the shipping confirmation message if an electronic invoice is available. For further information on electronic invoices and how to receive a paper copy, please consult our "Help" pages.

2. RIGHT OF RETENTION

The delivered products remain the property of XELLISS until they are handed over to the carrier.

3. 14-DAY RIGHT OF CANCELLATION, EXCEPTIONS TO THE RIGHT OF CANCELLATION, OUR 30-DAY RETURNS POLICY

LEGAL RIGHT OF CANCELLATION

Unless one of the exceptions listed below is applicable, you may cancel your order without giving any reason within 14 days from the date on which you, or a third party designated by you (other than the carrier), took physical possession of the goods purchased (or the last goods, lot or part, if the contract relates to the delivery of several goods or several lots or parts delivered separately) or from the date on which you entered into the contract for the provision of services.

You must notify us (XELLISS, 35 rue John F. Kennedy, L-7327 Steinsel, Luxembourg) of your decision to cancel your order. You can submit your request online in accordance with the instructions and forms available from our online returns centre, using this [form](#), or by post.

To comply with the cancellation deadline, simply send your cancellation request before the 14-day period expires and return your product via our online returns centre.

For further information on the scope, content and instructions on how to exercise your right of cancellation, please contact our customer services department: support@xelliss.com

THE EFFECTS OF CANCELLATION

We will refund all payments we have received from you, including the standard delivery charge (i.e. the least expensive delivery we offer) within 14 days of receipt of your cancellation request. We will use the same means of payment that you used for your initial order, unless you expressly agree to a different means. In any case, this refund will not incur any additional costs for you. We may defer the refund until we have

received the product(s) or until you have provided proof of dispatch of the product(s), whichever comes first. If the refund is made after the above-mentioned deadline, the amount due to you will be increased in accordance with the law.

Please note that you must return the product(s) by following the instructions available on our online returns centre no later than 14 days from the date on which you notified us of your decision to cancel.

You must bear the direct costs of returning the product(s). You will be responsible for any depreciation in the value of the product(s) resulting from handling (other than that necessary to establish the nature, characteristics and proper functioning of the product(s)).

EXCEPTIONS TO THE RIGHT OF CANCELLATION

The right of cancellation does not apply to:

- the delivery of products that cannot be returned for reasons of hygiene or health protection, if you have unsealed them or, after delivery, if they have been mixed inseparably with other articles;
- the delivery of products that have been made to your specifications or clearly personalised;
- the supply of products that are likely to deteriorate or expire rapidly;
- the supply of services fully executed by XELLISS, for which you agreed at the time of placing your order that we would begin their execution, and for which you waived your right of cancellation;

OUR 30-DAY RETURNS POLICY

Without prejudicing your legal rights, XELLISS offers you the following returns policy:

All products from XELLISS sites may be returned within 30 days of receipt of the XELLISS products provided that the products are complete and in new and undamaged condition. Items from the hygiene, beauty and animal health shop may only be returned if they are still in their plastic packaging or if they have not been unsealed.

If you return a product(s) in accordance with our returns policy, we will refund the price you paid but not the delivery charge of your original purchase. Likewise, you will be responsible for the transport risks and return delivery costs. Delivery and return delivery costs are only refunded for clothing and footwear purchased from one of our sites. This returns policy does not affect your statutory rights, including your statutory right of cancellation described above.

You also benefit from the legal guarantees of conformity and hidden defects mentioned in Article 7 of these General Terms and Conditions of Sale ("Our Liability - Guarantees").

4. PRICING AND AVAILABILITY

All prices are inclusive of all taxes (VAT rate applicable to the selected country catalogue) unless otherwise stated.

We display the availability of the products we sell on the Website on each product page. We cannot give any further information about the availability of products other than what is stated on that page or elsewhere on the Website. When processing your order, we will notify you as soon as possible via e-mail using the address associated with your subscription, or via the communication manager in "Your Account", if any of the products you have ordered prove to be unavailable, and we will not charge you for those products.

Despite our best efforts, a small number of the products in our catalogue may exhibit an incorrect price. We will check the price when we process your order and before any payment is made. If it appears that we have made an error on the price displayed, and the actual price is higher than the price displayed on the Website, we may contact you to ask you whether you wish to purchase the product at its actual price or whether you prefer to cancel your order. If the actual price is lower than the price displayed, we will charge you the lower amount and send you the product.

5. CUSTOMS

When you order products on XELLISS for delivery outside the European Union, you may be subject to duties and import taxes, which are levied when the package reaches its destination. Any additional customs clearance costs will be at your expense; we have no control over these costs. Customs policies vary greatly from country to country. You are therefore advised to contact your local customs office for further information. In addition, please note that when you place an order with XELLISS, you are considered the official importer and must comply with all laws and regulations of the country in which you receive the products. The protection of your privacy is important to us and we draw the attention of our international customers to the fact that cross-border deliveries are subject to being opened and inspected by customs authorities. For further information, please see the "Customs Information" page.

6. OUR LIABILITY - GUARANTEES

You benefit from the legal guarantee of conformity under the conditions of Articles L.217-4 and thereafter of the French Consumer Code and the guarantee of hidden defects under the conditions of Articles 1641 and thereafter of the Civil Code.

When acting on the legal guarantee of conformity,

- you have two years from the date of delivery of the property to take action;
- you can choose between repairing or replacing the goods, subject to the cost conditions provided for in Article L.217-9 of the French Consumer Code;
- for any product purchased up to 17 March 2016 at 23:59:59, you are exempt from having to provide proof of the existence of the lack of conformity of the goods during the six (6) months following delivery of the goods;
- for any product purchased from midnight on 18 March 2016, you are exempt from providing proof of the existence of the lack of conformity of the goods during the twenty-four (24) months following the delivery of the goods, except for second-hand goods for which you are only exempt from providing proof of the existence of the lack of conformity of the goods during the six (6) months following the delivery of the goods.

The legal guarantee of conformity applies independently of any commercial guarantee that may have been given.

You may decide to implement the guarantee for hidden defects as defined in Article 1641 of the Civil Code. In this case, you can choose between cancelling the sale or reducing the sale price (Article 1644 of the Civil Code).

With the exception of deliveries in the European Community, we decline all liability in the event that the item delivered does not comply with the legislation of the country of delivery.

We undertake to provide all the care customary in the profession for the implementation of the service offered to the client. Nevertheless, we cannot be held liable in the event of a delay or failure to meet our contractual obligations if the delay or failure is due to a cause beyond our control: fortuitous event or 'force majeure' as defined by the applicable law.

Our liability will not be engaged in the event of minor differences between the photos presenting the articles and the texts displayed on the XELLISS.com Website, and the products delivered.

We use all the means at our disposal to provide the services covered by these General Terms and Conditions of Sale. We are liable for any direct and foreseeable damage at the time of use of the Website or the conclusion of the sales contract between us and you. In the context of our relations with professionals, we shall not be liable for loss of profits, loss of trade, loss of data or loss of earnings or any other indirect damage or damage that was not foreseeable at the time of use of the Website or the conclusion of the contract of sale between us and you.

The above limitation of liability shall not apply in the event of intent or gross negligence on our part, in the event of personal injury or liability for defective products, in the event of eviction and in the event of non-compliance (including due to hidden defects).

7. GOVERNING LAW

These Conditions of Use are subject to Luxembourg law (with the exception of its provisions concerning conflicts of law), and the application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded. We both agree to submit all disputes arising from the commercial relationship between us to the non-exclusive jurisdiction of the courts of the city of Luxembourg, which means that, for the purposes of these Conditions of Use, you may bring an action to enforce your rights as a consumer in Luxembourg or in the European Union country in which you reside. If you are a consumer and your habitual residence is located in a European Union country, you also benefit from rights protecting you under the mandatory provisions of the law applicable in your country of residence.

The European Commission provides an online dispute resolution platform which you can access here: <https://ec.europa.eu/consumers/odr/>. If you wish to draw our attention to a specific issue, please [contact us](#)

8. MODIFICATION OF SERVICES OR THE GENERAL TERMS AND CONDITIONS OF SALE

We reserve the right to make changes to our Website, our procedures, and our terms and conditions, including these General Terms and Conditions of Sale at any time. You are subject to the terms and conditions, procedures and General Terms and Conditions of Sale in force at the time you order a product from us, unless a change to these terms and conditions, or these General Terms and Conditions of Sale is required by an administrative or governmental authority (in which case, such change may apply to previous orders placed by you). If any provision of these General Sales Terms and Conditions is deemed invalid, void or unenforceable for any reason whatsoever, that provision shall be deemed severable and shall not affect the validity and effectiveness of the remaining provisions.

9. WAIVER

If you breach these General Terms and Conditions of Sale and we fail to take any action, we will still be entitled to use our rights and legal recourse in all other situations in which you breach these General Terms and Conditions of Sale.

10. MINORS

We do not sell products to minors. We sell children's products for purchase by adults. If you are under the age of 18, you may only use the XELLISS.com Website under the supervision of a parent or guardian.

11. IDENTIFICATION

XELLISS, 35 avenue John F. Kennedy, L-7327 Steinsel, Luxembourg
Share capital: € 31,000
Registered in Luxembourg
Trade and companies register ("RCS") Luxembourg N°: B182 625

Intra-community VAT number: 20162202554

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