

## SISLEY PURCHASE POLICY

This Purchase Policy is posted on May 2016

### 1. NOTICE OF ARBITRATION PROVISIONS:

Your use of our Site is subject to binding individual arbitration of any disputes which may arise, as provided in Paragraph 9.2 of the Terms of Use. Please read the arbitration provisions carefully and do not use our Site if you are unwilling to arbitrate any disputes you may have with us (including without limitation any disputes relating to this Purchase Policy) as provided in the Terms of Use.

### 2. CUSTOMER SERVICE

For any information, questions or advice on the order or the products, SISLEY's Customer Service may be contacted:

- by telephone (toll free) at 1-855-747-2948
- through the "Contact form" section of the Website
- by e-mail to the address: customerserviceUSA@sisley-paris.com
- by mail, writing to the following address: SISLEY Attn. Customer Service 7 Renaissance Square, Floor#3, White Plains NY, 10601

### 3. THE ORDER

#### 3.1 The various stages of the order are as follows:

##### 3.1.1 *Order on the Site*

Prior to buy on the Site, the purchaser shall create its own personal user account.

The purchaser selects the product(s) of his/her choice and adds it/them under the heading "*Your Basket*". He/she can check the details of the planned purchase and change them at any time.

The purchaser must then confirm his/her details, billing address, location and form of delivery and the selected payment method. The purchaser carefully reads and confirms the order at each stage of the order process.

When the purchaser confirms his/her order by clicking on the "*Confirm your payment*" icon, he/she is deemed to have accepted the contents and conditions of the order, the prices, characteristics, quantities and delivery deadlines for the ordered products. The order cannot be amended or cancelled by the purchaser after the purchaser has confirmed payment.

##### 3.1.2 *Order by telephone*

The purchaser may also order products by calling 1-855-747-2948 (toll free). This Purchase Policy will also apply to purchases made by telephone.

#### 3.2 Order confirmation

Immediately after you have successfully placed your order, you will receive an e-mail that contains information regarding the details of your order. The order confirmation is your receipt that can be printed for your records. The order confirmation e-mail includes your order number, the details of the products and corresponding prices, your ship-to and bill-to information, and the ship method. Receipt of the order confirmation e-mail does not mean that your order has been accepted. Acceptance of your order occurs only when we have tendered the products to the carrier for delivery.

You may track the status of the order and download your invoice in the "*Your Account*" section on the Site.

### 4. PRICES

The prices of products displayed on the Site are quoted in U.S. Dollars, are valid and effective only in the United States, (including Alaska, Hawaii, Puerto Rico and the US Virgin Islands) and are exclusive of shipping charges, the amount of which depends on the delivery option you select.

### 5. PAYMENT CONDITIONS

5.1 We accept only Visa, MasterCard, Discover or American Express for payment. The issuing bank must be based in the United States. Any other forms of payment are not accepted. For all orders, you must have both a shipping address and credit card billing address within the United States, including Alaska, Hawaii, Puerto Rico and the US Virgin Islands, but excluding other U.S. territories or possessions.

5.2 We charge the appropriate state and local sales tax based on the delivery address of your order. Sales tax will apply on the shipping and handling charges, if applicable.

5.3 Your card will not be debited until we have shipped your order.

5.4 You must submit your card number, the expiration date and the security code (digit number on the back of the card). All transactions are encrypted for your safety. Although we try to maintain the security of the Site, we do not guarantee that the Site will be secure. We are not liable for any misuse of information by third parties.

## **6. SHIPPING AND DELIVERY**

### **6.1 Shipping**

We will make every effort to deliver the products within the time period indicated on the Site and in any event within thirty (30) days of order confirmation. Nevertheless, delivery times are estimates only and we shall not be liable for late delivery. If we are unable to deliver the products to you within said thirty (30) day period, we will refund any sums paid by you unless you consent to late delivery.

### **6.2 Delivery procedures**

We ship only to the United States, including Alaska, Hawaii, Puerto Rico and US Virgin Islands, but excluding other U.S. territories or possessions.

When ordering, you may choose the most convenient delivery method offered on the Site and, if required, provide clear delivery instructions if the delivery address is difficult to locate or access.

### **6.3 Delivery deadlines**

The delivery time of the products will depend on the option you select when placing your order.

In the event that products are returned to SISLEY because the purchaser did not accept delivery, the purchaser shall be reimbursed for the amount of the order, after deduction of shipping charges.

### **6.4 Verification of the order on receipt**

The purchaser should check the condition of the products upon delivery. It is normal that there will be some wear to the packing materials. If the purchaser has any concerns regarding the condition of the products or if any products are missing from the order or are incorrect or damaged, the purchaser should inform the carrier or, if this is not possible, should notify SISLEY's Customer Service Team as soon as possible. Please retain the shipping box, packing materials and any damaged products.

Risk of loss, damage and theft of the products passes to the purchaser upon delivery.

## **7. RETURN OF PRODUCTS: 30 days guarantee**

### **7.1 Return of Products**

The purchaser may return all or a part of its order within 30 days of receiving it. To return a product, the purchaser shall complete the online return form, available in the "Your Product Returns" section, under the heading "Your Account" or the paper return form included in your package and send the unopened product, in its original packaging along with a copy of return form to following address:

SISLEY  
Attn: Customer Service  
7 Renaissance Square  
Floor #3  
White Plains, NY 10601

The purchaser can check the status of the return online by consulting the section "My Returns" under the heading "My Account".

For reasons of hygiene, cosmetic products (skincare products, perfumes and make-up) must be returned in their complete and original packaging, intact and in perfect condition for resale. If the products have been opened they are unsuitable for future sale.

Consequently, any product which has been opened or damaged or the original packaging of which was damaged, shall not be refunded, accepted or exchanged.

### **7.2 Reimbursement conditions for relevant products**

Any return accepted by SISLEY shall entail the refund of the relevant products, as well as the standard shipping costs (except in the case of a partial return) within a maximum period of 30 days from the qualitative and quantitative verification of the returned products.

The costs of returning the product are the responsibility of the purchaser: packages sent postage due or COD shall not be accepted.

Unaccepted products shall be returned carriage forward to the purchaser.

## **8. SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE BEAUTY SUBSCRIPTION**

"Beauty Subscription" is a service available to the Purchaser in order to enable him/her to discover the whole Sisley product range.

The Purchaser shall receive a cosmetic box each month containing five (5) sample products selected by Sisley based on a theme which changes from month to month.

The General Terms and Conditions of Sale fully apply to the "Beauty Subscription" in addition to the special terms and conditions laid down herein below (which shall prevail over the other clauses of the General Terms and Conditions in the event of a contradiction):

#### 8.1 Term of the Subscription

The Purchaser can choose to sign up for the "Beauty Subscription" for a term of six (6) months or twelve (12) months with effect from the subscription date.

It shall not be tacitly renewed and shall automatically terminate on the expiry date subject to no formalities.

#### 8.2 Delivery Terms and Conditions

Cosmetic boxes may only be delivered in the United States, including Alaska, Hawaii, Puerto Rico and US Virgin Islands, but excluding other US territories or possessions. They shall be dispatched each month, based on the subscription date for the Beauty Subscription, so that the Beauty Subscription starts from the subscription date for the Beauty Subscription by the Purchaser.

Only standard delivery is available for this service and the cost is included in the Beauty Subscription.

The delivery time is generally seven (7) business days, but it exclusively depends on the carrier responsible for delivery.

#### 8.3 Free Beauty Subscription

Members of My Sisley Club with Gold or Platinum status automatically benefit from the "Beauty Subscription" during the term of their status.

In the event where their status changes to Orchid, their "Beauty Subscription" shall terminate subject to no special formalities. However, they shall be informed regarding such termination and may sign up for the "Beauty Subscription" of their choosing in order to continue to benefit from the service.

#### 8.4 My Sisley Club points credit

The Purchaser of either a 6-month or a 12-month "Beauty Subscription", who becomes a member of My Sisley Club and achieves Gold or Platinum status after the subscription date and throughout the whole term thereof, shall be credited My Sisley Club points pro-rated for the balance of the months left from the month following the date the status is acquired to end of paid subscription period (10 points/month for 6-month subscriptions and 8 points/month for 12-month subscriptions).

#### 8.5 Special Terms and Conditions relating to right of cancellation

The Purchaser has the right to cancel from his/her subscription without reason within a deadline of the thirty (30) days of the subscription date for the "Beauty Subscription".

In order to exercise this right, the Purchaser shall, before the expiry of the cancellation deadline, inform Sisley of his/her desire in an unequivocal statement through:

- the return form available on the Website under the "Your Account" of the Purchaser;
- or by letter or e-mail addressed to sent to SISLEY's Customer Services (cf. Section 1 of these Purchase Policy and including the following information: name, postal address, and if applicable, the telephone number, order number and e-mail address.

SISLEY shall refund the amount of the "Beauty Subscription" affected by the cancellation to the Purchaser within a maximum deadline of thirty (30) calendar days of the demand for cancellation.