

# GENERAL TERMS AND CONDITIONS OF ONLINE SALE

[www.sisley-paris.com/en-MEA/](http://www.sisley-paris.com/en-MEA/)

Updated: May 2021

## 1. PRELIMINARY PROVISIONS

### 1.1 The Seller's identity

[www.sisley-paris.com/en-MEA/](http://www.sisley-paris.com/en-MEA/) (the "Website") is a website belonging to SISLEY ORIENT FZCO, a Free Zone company with registered number DAFZ1347 whose registered office is at Office 5E A 214 DAFZA Block 5 E, DAFZA, Dubai, Dubai, United Arab Emirates, 293652 and with VAT registration number 100238950800003 (hereinafter "SISLEY").

### 1.2 The Purchaser's identity

For the requirements of this document, the term "Purchaser" means any natural person who purchases the products which are sold on the Website (hereafter the "Products").

However, the Purchaser must be an end customer (i.e. a natural person not acting as a trader) based in the United Arab Emirates and other countries, particularly Saudi Arabia, Oman, Qatar, Bahrain and Kuwait with the legal capacity to contract. Thus the Purchaser:

- Declares and warrants, by accepting these General Terms and Conditions of Sale, that the purchase of Products on the Website is unrelated to a business activity and is for personal use only;
- Undertakes not to resell or distribute the Products which are purchased on the Website or the samples, otherwise the Purchaser can be held liable in civil law.

### 1.3 General Terms and Conditions of Sale

The purpose of these General Terms and Conditions of Sale is to stipulate the terms and conditions for the on-line sale of the Products on the Website.

By checking the relevant box, the Purchaser states that they have read and expressly accept them, provided that this acceptance does not require the Purchaser's handwritten signature. The Purchaser can backup or print these General Terms and Conditions of Sale without modifying them.

SISLEY reserves the right to modify these General Terms and Conditions of Sale at any time without notice. However, the General Terms and Conditions of Sale which apply to the sale are those which the Purchaser accepted when placing his or her order. To the extent reasonably practicable, we will notify you of any cancellation, suspension or termination of the terms of sale that, in our opinion, would materially adversely affects your rights or obligations.

These General Terms and Conditions of Sale exclude the application of any other document.

### 1.4 Product Information

The Purchaser can obtain information on the material characteristics and the price of the Products they wish to order by clicking on them on the Website.

SISLEY reserves the right to add new Products, remove others or change their presentation or price at any time. The Product information and the prices which apply to the order are those which are displayed on the Website when the Purchaser confirms their order.

### 1.4 Customer Service

SISLEY's Customer Service can be contacted regarding any information, questions or advice relating to the order or the Products:

- By telephone on +971 (04) 609 1229 (cost of a local call);
- By completing the "Contact Form" on the Website;
- By e-mail to the address: [contact.mea@sisley-paris.com](mailto:contact.mea@sisley-paris.com).

## 2. ORDER

### 2.1 The different ordering steps are as follows:

#### 2.1.1 Ordering on the Website

The Purchaser makes their product selection and puts them into the "Your basket" section. The Purchaser can check the details of the prospective order there and change it at any time.

The Purchaser then confirms their contact details, the billing address, the delivery information and shipping method, as well as the chosen payment method.

The Purchaser is considered to have definitely accepted the content and conditions of the order, the price, characteristics, quantities and delivery times for the Products ordered, from the moment the Purchaser confirms the order by clicking on the "Pay" icon. The order is then firm and final.

#### 2.1.2 Ordering by telephone

The Purchaser can also order Products by dialling +971 (04) 609 1229 (cost of a local call).

### 2.2 Confirmation of the order

SISLEY sends the Purchaser an email summarising the terms and conditions of the order.

The Purchaser can track the progress of the order and download the bill in the "My account" section on the Website.

### 2.3 Confirmation of Products

SISLEY will confirm the Products that it will supply from your order. Only Products which are delivered will be invoiced.

#### 2.4 Cancellation of the order

SISLEY reserves the right to cancel any order for a legitimate reason and in particular:

- Orders placed by professionals, abnormal orders (such as orders exceeding 4 products with the same reference), abnormally recurrent orders;
- If the Purchaser provides incomplete or incorrect information;
- Payment default or part payment of the sums owed by the Purchaser.

If SISLEY cancels your order, it will reimburse any applicable amount to you accordingly.

### 3. PRICE

The prices displayed on this Website are given in UAE Dirham (AED) before any applicable taxes and are liable to change during the year. However, the products ordered are invoiced at the price in force when the order is recorded.

They do not include shipping costs which are billed in addition to the price of the Products purchased depending on the amount of the order. Shipping costs will be stated before the Purchaser's order is recorded.

Prices exclude value added tax (VAT).

### 4. PAYMENT TERMS

4.1 Orders can be paid for using card payment such as CB, Visa, Master Card networks, American Express card, Apple Pay, Google Pay and payment on delivery.

Payments by cheque are not accepted.

The debit will occur 5 days after the date of the order unless for payment on delivery. SISLEY conserves the full and complete ownership title in the Products sold until the price in principal, including costs and tax, has been received in full.

The commitment to pay which is given by using a bank card is irrevocable. By disclosing the details relating to the bank card, the Purchaser authorises the debit of the bank card.

The Purchaser must transmit the number of the bank card, its expiry date as well as the security code (the 3 digit number on the back of the bank card).

4.2 The whole transaction is performed in encrypted mode, and the Purchaser's bank data do not transit via the Website but via the payment platform of its service provider, ADYEN in order to guarantee payment security and prevent payment card fraud. SISLEY reserves the right to verify the accuracy of the information entered by the Purchaser by requesting a substantiating document such as a copy of the Purchaser's identity card by email or by letter, which has the effect of suspending the Order. If the Purchaser fails to do so or if the substantiating documents are not compliant, SISLEY reserves right to cancel the Order without the Purchaser being able to claim any indemnity of any kind.

As part of the fight against Internet fraud, information relating to your order can be disclosed to any competent authority for verification.

The Purchaser guarantees SISLEY that they have the authorisations which may be necessary to use the chosen payment method when registering the purchase order.

SISLEY reserves the right to suspend or cancel any order and/or delivery irrespective of its nature and level of performance in the event of the non-payment of any sum owed by the Purchaser or a payment incident.

In order to make the buying journey on the Website easier, the Purchaser can record their bank details securely in encrypted mode using the "My recorded payment cards" option. The Purchaser can erase their bank details at any time if they no longer want this option or enter new bank details in the "Payment Method" section of the buying journey.

4.3 The Purchaser can pay for the orders via PayPal, providing they have an account with the PayPal company. PayPal's General Terms and Conditions of Use apply.

### 5. DELIVERY

#### 5.1 Terms and conditions of delivery

The Products can only be delivered in the United Arab Emirates and other countries, particularly Saudi Arabia, Oman, Qatar, Bahrain and Kuwait

When ordering, the Purchaser can choose the delivery method which is most suitable for them among the available delivery methods.

All of our orders are shipped from UAE.

All prices shown on the website are pre-VAT.

#### **Important notice for locations outside UAE**

Country specific customs duties and taxes will have to be paid by the customer in accordance with the customs laws and regulations of the customer's country.

These charges are calculated at checkout for both credit card payments and cash on delivery payments. Customers will not incur any additional charges upon delivery.

**International Transportation Services are calculated at checkout as follows:**

Destination	Charges
UAE	5% VAT on all orders & delivery fee for orders below AED 1,000

Oman/Bahrain	Your order plus additional fees which include: Custom duty fee 5% Import VAT rate 5% Shipping cost (free for orders above AED 1000) Disbursement fees if applicable
Saudi Arabia	Your order plus additional fees which include: Custom duty fee 5% Import VAT rate 15% Shipping cost (free for orders above AED 1000)
Kuwait/Qatar	Your order plus additional fees which include: Custom duty fee 5% Shipping cost (free for orders above AED 1000)

#### **Delivery schedule:**

All domestic deliveries within the UAE are eligible for next day delivery.

Delivery for the following locations will take between 2 – 3 working days

- Bahrain
- Oman
- Kuwait
- Saudi Arabia
- Qatar

Please note that the above transit time excludes any customs or COVID delays.

#### **FREE SHIPPING:**

All orders above AED 1000 are eligible for free delivery.

We provide shipping services in partnership with UPS courier service.

#### **SHIPPING RATES UNDER AED 1000:**

For orders under AED 1000, customers will bear the shipping fee. The below shipping rates will automatically be calculated at checkout:

- UAE: AED 24.00
- Bahrain: AED 58.27
- Oman: AED 84.97
- Kuwait: AED 76.19
- Saudi Arabia: AED 47.23
- Qatar: AED 50

\*UPS rate card may vary depending on fuel surcharges and other variables.

#### **CASH ON DELIVERY RATES:**

An additional fee will be collected upon delivery for all Cash on Delivery orders:

- UAE: AED 22.00
- Bahrain: AED 25.00
- Oman: AED 25.00
- Kuwait: AED 25.00
- Saudi Arabia: AED 20.00
- Qatar: AED 25.00

#### **5.2 Delivery deadlines**

The shipping lead time for the Products depends on the option the Purchaser chooses when placing the order.

In any case, the Products will be delivered to the Purchaser thirty (30) days after the order has been confirmed at the latest, excluding stock shortages, cases of Force Majeure, transport and/or postal service strikes.

#### **5.3 Checking the order on receipt**

The Purchaser must immediately check the condition of the package in order to issue any reserves directly to the carrier when the package is delivered. No subsequent claim concerning the condition of the package can be made to SISLEY's Customer Service.

The Purchaser must then check that the delivery complies with their order and inform the SISLEY's Customer Service as soon as possible of any anomaly or non-compliance.

## 6 DEFECTS

6.1 SISLEY is liable for defects in the compliance of the Product under relevant laws.

6.2 The Purchaser can visit the "My Account" section of the Website or use the return slip inserted in the parcel to enforce the below guarantees.

6.3 When the Product is defective, the Purchaser:

- May return the Product (in its original state) within 30 days from the delivery of the Product;
- Can ask for the non-complying product to be replaced or the sale to be rescinded and the price returned;
- Is exonerated from providing proof of the existence of the non-compliance of the Product for 30 days from the delivery of the Product.

If the Purchaser decides to return a defective Product, the Purchaser can demand that the sale is rescinded and the purchase price returned.

The Purchaser can contact SISLEY's Customer Service to make complaints.

## 7 LIMITATION OF LIABILITY

7.1 SISLEY cannot be held liable for loss resulting from the fraudulent intrusion by a third party which results in a modification to the information available on the Website, or for the Purchaser's fault or for a case of an event that is outside SISLEY's reasonable control, such as strikes, lock-outs or other industrial action; terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic (including events that occur as a direct or indirect result of the COVID-19 pandemic) or other natural disaster or impossibility of the use of public or private transport ("Force Majeure").

7.2 However, if SISLEY should be held liable for a loss suffered by the Purchaser following the non-performance or poor performance of its services, this loss would be limited to the amount of the Purchaser's order paid to SISLEY.

## 8 MY SISLEY CLUB LOYALTY PROGRAMME

The Purchaser who bought a Product on the Website automatically becomes a member of the My Sisley Club Loyalty Programme, and the terms hereof are set out on the following page <https://www.sisley-paris.com/en-MEA/loyalty-program/my-sisley-club.html>.

## 9 GENERAL PROVISIONS

9.1 The fact that SISLEY does not enforce a provision of the General Terms and Conditions of Online Sale against the Purchaser cannot be construed as a waiver of the right to enforce this provision.

9.2 If one of the provisions of the General Terms and Conditions is declared to be totally or partially null and void, the other provisions and the other rights and obligations created by these General Terms and Conditions will remain unchanged and applicable.

9.3 In general, the Purchaser and SISLEY expressly agree that emails and automatic recording systems used on the Website will be authoritative, notably with regards to the content and the date of the order.

## 10 PERSONAL DATA

10.1 The information collected shall be digitally processed for the following purposes: managing and tracking orders (including order taking, invoicing, shipment, reimbursement, claims, after-sales service), managing customer opinions on purchased products, services and content, managing customer accounts (including the loyalty programme, sales promotion, market research, statistics, as well as selecting consumers for product tests).

10.2 The controller of these data is SISLEY. The data can be sent to c.f.e.b. SISLEY and selected service providers for their expertise and acting on behalf of SISLEY in order to achieve the purposes of SISLEY. This data will be kept for a period of time that enables SISLEY to comply with its statutory obligations or for a maximum of three years from the last purchase/contact.

In accordance with the personal data protection regulations, the Purchaser has a right to access, rectify, erase, the right to data portability, and the right to limit or object to processing, by sending an e-mail in the "Customer Service" section.

The Purchaser also has the right to make a claim to the competent supervisory authority.

The Purchaser can access the following page for more information on SISLEY's personal data protection policy and cookies policy: <https://www.sisley-paris.com/en-MEA/personal-data/> and <https://www.sisley-paris.com/en-MEA/use-of-cookies/>.

## 11 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

11.1 Unless otherwise agreed, SISLEY and all its licensors retain ownership of all the intellectual property rights in the Website and the information therein, including any trademarks, trade names, copyrights as well as rights in the underlying software. Any use of the Website infringing SISLEY's (intellectual) property rights or other rights is strictly prohibited to broadcast, modify, transmit or reproduce the Website in whole or in part, in any form whatsoever. It is prohibited to insert hypertext links to parts or to the entire Website without SISLEY's prior written agreement.

11.2 c.f.e.b. SISLEY is the owner of the trademarks displayed on the Website which have been properly filed and registered at the French Trademarks Office (*Institut National de Propriété Industrielle*) together with any other element of Intellectual property. The Purchaser undertakes neither to use SISLEY's trademarks in any way nor to infringe SISLEY's intellectual and industrial property rights in general.

## 12 GOVERNING LAW / JURISDICTION

The Purchaser can have recourse to consumer mediation to solve any disputes they may have with SISLEY, providing (i) they have referred the matter to SISLEY's Customer Service in writing first, and no solution has been found and (ii) the referral is clearly not unfounded or vexatious.

Any dispute in relation to these General Terms and Conditions of Sale shall be subject to the exclusive jurisdiction of the United Arab Emirates or other countries depending on the place of residence of the customers, even in case of warranty claims or multiple defendants.

### **13 LANGUAGE**

These General Terms and Conditions have been prepared in the English language and Arabic language. In the event of any inconsistency or different interpretation between the English text and Arabic text, the Arabic text shall prevail and the relevant English text shall be deemed to be automatically amended to conform with and to make the relevant English text consistent with the relevant Arabic text. Each party acknowledges that it has read these terms of sale and understands its content and that these terms of sale have been entered into freely and without duress. You acknowledge that you fully understand the language and the content of these General Terms and Conditions.