

GENERAL TERMS AND CONDITIONS OF ONLINE SALE

www.sisley-paris.com/en-HK

Updated: March 2021

1. PRELIMINARY PROVISIONS

1.1 The Seller's identity

This website www.sisley-paris.com/en-HK (the “Website”) is owned and operated by SISLEY HONG KONG LIMITED (“SISLEY”), a company incorporated in the Hong Kong Special Administrative Region with limited liability (CR No.: 0764833) whose registered office is at Room 4105, 41st Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

1.2 The Purchaser's identity

For the purposes of this document, the term “Purchaser” means any person who purchases products on the Website (the “Products”).

To be eligible to purchase the Products, the Purchaser must be an end-consumer (i.e. an individual, not acting as a trader) residing in the Hong Kong Special Administrative Region with the legal capacity to contract. By placing an order to purchase the Products, the Purchaser:

- declares and warrants, by accepting these General Terms and Conditions of Sale, that the purchase of Products is unrelated to any business activity and is for personal use only; and
- undertakes not to resell or distribute the Products or the samples.

1.3 General Terms and Conditions of Online Sale

The purpose of these General Terms and Conditions of Online 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 declares that they have read and accept the General Terms and Conditions of Online Sale, provided that this acceptance does not require the Purchaser's handwritten signature. The Purchaser may backup or print these General Terms and Conditions of Online Sale without modifying them.

SISLEY reserves the right to modify these General Terms and Conditions of Online Sale at any time without notice. Every time a Purchaser places an order, the General Terms and Conditions of Online Sale in force at that time would apply.

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

1.4 Product Information

The Purchaser can obtain information of the specifications and prices of the Products by clicking on them on the Website.

SISLEY reserves the right to add new Products, remove Products or change their presentation or price at any time. In the absence of any errors, the information and prices of the Products applicable to the order will be those displayed on the Website at the time the Purchaser confirms his/her order.

1.5 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 34238800 Monday to Friday from 9 am to 5:30 pm ;
- by completing the “Contact Form” on the Website;
- by e-mail to sisley.hk@sisley.fr;
- by post to Room 4105, 41st Floor, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong: .

2. ORDER

2.1 The different ordering steps are as follows:

2.1.1 Ordering on the Website

The Purchaser select the Product(s) and adds it/them into the “Your cart” 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, billing address, delivery address, delivery method and 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 final and cannot be amended by the Purchaser after this point.

2.2 Confirmation of the order

After the order is placed, SISLEY will send 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 Unavailable Products

If one or several Products ordered are unavailable after the order has been placed, SISLEY will inform the Purchaser on or before the delivery of the order. Only Products which are delivered will be invoiced.

2.4 Cancellation of the order

SISLEY reserves the right to cancel any order at its discretion, including but not limited to where :

- the orders were placed by persons not eligible to be the Purchaser as defined in clause 1.2 of the General Terms and Conditions of Online Sale, abnormal orders (such as orders exceeding 4 products with the same reference), abnormally recurrent orders;
- the Purchaser provides incomplete or incorrect information; or
- the Purchaser fails to pay the sums owed to SISLEY in full.

3. PRICE

The prices displayed on this Website are in Hong Kong dollars (HKD) and are subject to change. The Products ordered are invoiced at the price in effect when the order was placed (excluding delivery charges which will be shown before the order was placed).

4. PAYMENT TERMS

4.1 Payment can be made by credit card..

Payments by cheque are not accepted.

The payments will be debited within 5 days after the date of the order. SISLEY retains the full and complete ownership in the Products until the price has been settled in full by the Purchaser.

4.2 The whole transaction is performed in encrypted mode, and the Purchaser's bank data would 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 supporting document such as a copy of the Purchaser's identity card by email or by post and suspend the order in the meantime. If the Purchaser fails to do so or if the supporting documents are not compliant, SISLEY reserves the right to cancel the Order and shall be not liable to any claim or indemnity of any kind.

As part of the fight against Internet fraud, information relating to your order may be disclosed to any competent authority for verification without prior notice or your consent.

The Purchaser guarantees to SISLEY that they have the authorisations to use the chosen payment method when placing the order.

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

In order to facilitate the purchase process on the Website, the Purchaser can save their bank details securely in encrypted mode using the "My recorded payment cards" option. The Purchaser can erase his/her bank details at any time if he/she no longer want this option or create new bank details in the "Payment Method" section.

5. DELIVERY

5.1 Terms and conditions of delivery

The Products can only be delivered in Hong Kong.

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

5.2 Delivery deadlines

The delivery time of the Products depends on the option the Purchaser chooses when placing the order.

In any case, the Products will be delivered to the Purchaser within thirty (30) days after the order has been confirmed, except in the event of stock shortages, force majeure, transport and/or postal service strikes.

If the Products are returned to SISLEY because the Purchaser failed to collect the parcel, the Purchaser will be refunded.

5.3 Checking the order on receipt

The Purchaser must immediately check the condition of the package upon delivery in order to raise any issue directly to the carrier. No subsequent claim concerning the condition of the package can be made to SISLEY's customer service after seven (7) calendar days of the receipt of the order.

The Purchaser must then inspect the delivery and inform SISLEY's Customer Service as soon as possible of any anomaly, within seven (7) calendar days of the receipt of the order.

6. STATUTORY REQUIREMENTS

6.1 SISLEY shall comply with the requirements under the Sale of Goods Ordinance (Cap. 26) and shall sell products that are of merchantable quality and correspond with the description of the Products as shown on the Website and/or with the sample of the Products provided in quality.

6.2 The Purchaser can visit the "My Account" section of the Website to return the goods and demand a full refund if the Products do not comply with the requirements specified in clause 6.1. The Purchaser can also 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 force majeure as defined by the law and the Courts.

7.2 If SISLEY fails to comply with these terms or is negligent, SISLEY will be responsible for any loss or damage which the Purchaser suffers that is a foreseeable result of SISLEY's breach of these terms or its negligence, but will not be responsible for any loss or damage that is not foreseeable. Subject to Clause 7.3 of the General Terms and Conditions of Online Sale, SISLEY's liability for loss or damage shall be limited to the amount of the Purchaser's order in question.

7.3 SISLEY does not in any way exclude or limit its liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or in any other circumstances which are not permitted by law (including for breach of the Purchaser's legal rights in relation to the products).

8. GENERAL PROVISIONS

8.1 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.

8.2 If one of the provisions of the General Terms and Conditions of Online Sale 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 of Online Sale will remain unchanged and applicable.

8.3 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.

9. PERSONAL DATA

The Purchaser can refer to the following page for SISLEY's personal data protection policy and cookies policy: <https://www.sisley-paris.com/en-HK/personal-data-protection-policy/> and <https://www.sisley-paris.com/en-HK/cookies-policy/>

10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

10.1 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.

10.2 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.

11. LANGUAGE

A Chinese version of these General Terms and Conditions of Online Sale is available on the Website for reference purposes only. In the event of any conflict between the English and Chinese versions of these General Terms and Conditions of Online Sale then the English version shall prevail.

12. GOVERNING LAW / JURISDICTION

These General Terms and Conditions of Online Sale are governed by the laws of Hong Kong.

Any dispute in relation to these General Terms and Conditions of Online Sale shall be subject to the exclusive jurisdiction of the courts of Hong Kong, even in case of third party proceedings or multiple defendants.