

# GENERAL TERMS AND CONDITIONS OF ONLINE SALE

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

Updated: February 2022

## 1. PRELIMINARY PROVISIONS

### 1.1 The Seller's identity

[www.sisley-paris.com/en-ZA/](http://www.sisley-paris.com/en-ZA/) (hereafter the "**Website**") is a website of the company SISLEY South Africa Pty Ltd., a private company, whose registered office is located at No 7 Mount Linsley Midlands Estate, Centurion, Gauteng 0157, registered in the South Africa Trade and Companies Register under number 2011/005803/07 (hereafter "**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 South Africa a country to which SISLEY is willing and able to ship its products. By accessing and using the Website the Purchaser warrants that it has the legal capacity to contract for the purchase of and payment for the Products. Thus the Purchaser:

- Declares and warrants, by accepting these General Terms and Conditions of Sale, that the purchase of Products on the Website by the Purchaser 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 for further financial gain or related purposes.

### 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 and purchase of the Products by the Purchaser on the Website ("the **Terms**").

By checking the relevant box, the Purchaser confirms that she/he has read and has expressly accepted and agrees to be bound by the Terms. The Purchaser is entitled to download and print the Terms.

SISLEY reserves the right to modify the Terms at any time by posting the modified version on the Website. The Purchaser is responsible to ensure that he/she is aware of the latest version of the Terms. The Purchaser agrees that the Terms that will apply to the sale and its purchase of Products on the Website are those which the Purchaser will accept on each occasion when placing her/his purchase order for Products. A reference in these Terms to "Order/s" means a reference to a finalised purchase of the relevant Products identified in a specific purchase order by the Purchaser.

The Terms (as read with other SISLEY terms that apply to the Purchaser's access and use of the Website) contain the whole agreement between the Purchaser and SISLEY applicable to each Order.

### 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, change their presentation and/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 her/his Order for the Products.

### 1.5 Customer Service

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

- By telephone on +27 12 657 2340 (cost of a local call);
- By completing the "Contact Form" on the Website;
- By e-mail to the address: [sa\\_customer\\_service@sisley.fr](mailto:sa_customer_service@sisley.fr);

## 2. ORDER

### 2.1 The different ordering steps applicable to each Order will be as follows:

#### 2.1.1 Ordering on the Website

The Purchaser makes their selection of Products 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 his/her contact details, the billing address, the delivery information and shipping method, as well as the payment method from the available options.

The Purchaser is considered to have finally accepted the content and conditions of her/his purchase order, the price, characteristics, quantities and delivery times for the Products purchased by the Purchaser, at the moment the Purchaser confirms his/her purchase order by clicking on the "Pay" icon. The purchase order by the Purchaser is then a firm and final Order for the Products identified in the Order.

#### 2.1.2 Ordering by telephone

The Purchaser can also order Products by dialling +27 12 657 2340 (cost of a local call).

### 2.2 Confirmation of the Order

SISLEY sends the Purchaser an email summarising the terms and conditions of her/his Order.

The Purchaser can track the progress of the Order and download the invoice for that Order in the "My account" section on the Website.

### 2.3 Unavailable Products

If one or several Products are unavailable for whatever reason after the Order has been finalised, the Purchaser will be informed of the consequences of this no later than the date of delivery. Only Products which are delivered will be reflected on the delivery invoice. Cancellation of the Order

SISLEY reserves the right to cancel any Order for a justified reason in particular :

- Orders placed by professionals, abnormal orders (such as orders exceeding 4 products with the same reference), abnormally recurrent orders that indicate the Purchaser is on-selling the Products purchased or otherwise breaching these Terms;
- If the Purchaser has provided incomplete or incorrect information;
- Payment default or part payment of the amount payable by the Purchaser for the purchased Products.

The Purchaser can cancel the Order by exercising the right to cancel which is explained in article "6. THE RIGHT TO CANCEL".

## 3. **PRICE**

The prices for each Product are displayed on the Website are given in Rands inclusive of VAT and are subject to change. However, the Products that are purchased are invoiced at the price in force when the purchase order for those Products is finalised.

The prices do not include shipping costs and any other taxes other than VAT payable in South Africa which are invoiced and payable by the Purchaser in addition to the price of the Products Ordered and depend on the quantity, weight and delivery method and address of the Order. Shipping and associated delivery costs will be stated before the Purchaser's purchase order is finalised. Any import or customs duties payable upon entry and delivery of the Products to the address stated by the Purchaser, will be for the liability and account of the Purchaser. The prices of the Products include VAT.

## 4. **PAYMENT TERMS**

4.1 Orders can be paid for using a bank card particularly from one of the Visa and Master Card networks ("bank card").

Payments by cheque are not accepted.

The debit on the relevant card will occur 5 days after the date of the Order. SISLEY reserves the full and complete ownership title in the Products Ordered until the full price (inclusive of VAT) and all costs have been received in full.

By disclosing the details relating to the bank card, the Purchaser authorises the debit of the bank card.

The Purchaser will be required and 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 payment transaction using a bank card is performed in encrypted mode, and the Purchaser's bank data does not transit via the Website but via the payment platform of its service provider, PAYU 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 will be entitled to cancel the Order.

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

The Purchaser warrants and indemnifies SISLEY that he/she has all authority necessary to use the chosen bank card or other chosen payment method when making the purchase order.

SISLEY is entitled 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 amount owed by the Purchaser or payment incident that may prejudice receipt of full payment.

In order to make the purchase order process 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.

## 5. **DELIVERY**

### 5.1 Terms and conditions of delivery

The Products can only be delivered to physical addresses in South Africa.

When placing her/his purchase order, the Purchaser can choose the delivery method which is most suitable for him/her among the available delivery methods.

### 5.2 Delivery deadlines

The shipping lead time for the Products depends on the option the Purchaser chooses when placing the purchase 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 other delivery method challenges.

If the Products are returned to SISLEY because the delivery agent was not able to locate or otherwise make delivery to the Purchaser for whatever reason of the parcel containing the Products, the Purchaser will be refunded the amount of the Order after shipping and delivery costs have been deducted.

### 5.3 Checking the order on receipt

The Purchaser must immediately check the condition of the package in which it is delivered and not open it if the package is damaged. No subsequent claim concerning the condition of the packaging nor its contents of the Products will be accepted by SISLEY.

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

## 6. THE RIGHT TO CANCEL

### 6.1 The right to cancel

The Purchaser has the right to cancel the Order without giving a reason within ten (10) calendar days of the date of the receipt of the Order. If the ten (10) day-period expires on Saturday, Sunday or a public holiday or an unworked day, the period is extended to the next working day.

The Purchaser must exercise this right to cancel before the cancellation period expires by informing SISLEY of their wishes in an unequivocal declaration using:

- The "Contact Form" on the Website;
- By e-mail to the address: [sa\\_customer\\_service@sisley.fr](mailto:sa_customer_service@sisley.fr)

### 6.2 Product return

The relevant Product(s) must be returned with all the other elements delivered with the Order, intact, in the original box, within a maximum of ten (10) calendar days from the notice of cancellation of the Order.

For reasons of hygiene, **cosmetic products (skincare, perfume, make up, hair care, etc.) must be returned in their original packaging, complete, intact and in a perfect saleable condition. These products will be unsuitable for any subsequent sale if they are opened.**

Any Product which has been opened, damaged or whose original packaging has been damaged will not be refunded, taken back or exchanged.

If a box or a set has to be returned, the whole of the box or the set must be returned.

### 6.3 Terms for reimbursing validly returned Products

SISLEY will refund the costs of the returned Products as well as the standard shipping costs for any return which it accepts (except partial returns) within a maximum of 14 calendar days from SISLEY's qualitative and quantitative inspection. Only standard shipping costs will be refunded (the costs of express or special shipments of Orders for Products will not be refunded).

Unless SISLEY is responsible for the defective Products, the Purchaser is responsible for paying the return costs.

Products which are refused will be returned to the Purchaser *carriage forward*.

## 7. STATUTORY GUARANTEE OF COMPLIANCE AND CONCEALED DEFECTS

7.1 SISLEY will be liable for any latent or patent defects in the Product provided they are returned to SISLEY strictly in compliance with 6.2 and 6.3 above.

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

## 8. LIMITATION OF LIABILITY

8.1 SISLEY will not be liable for any loss of any nature resulting from the unauthorised intrusion by a third party which results in a modification to the information available on the Website, or for a case of force majeure.

8.2 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 in all cases to the amount of the Purchaser's Order paid to SISLEY.

## 9. 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-ZA/>

## 10. GENERAL PROVISIONS

10.1 The fact that SISLEY does not enforce a provision of the Terms against the Purchaser cannot be construed as a waiver of the right to enforce this provision.

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

10.3 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.

## 11. PERSONAL DATA

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).

The controller of the personal 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 applicable laws and regulations related to personal data protection, 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 to the address: [sa\\_customer\\_service@sisley.f](mailto:sa_customer_service@sisley.f)

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-ZA/personnal-data> and <https://www.sisley-paris.com/en-ZA/cookies>

## **12. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

12.1 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 or any content thereon in whole or in part, in any form whatsoever. It is prohibited to insert hypertext links to parts or to the entire Website.

12.2 c.f.e.b. SISLEY is the owner of the trademarks displayed on the Website 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.

## **13. GOVERNING LAW / JURISDICTION**

13.1 These General Terms and Conditions of Sale are subject to South African law.

The Purchaser can have recourse to consumer mediation to resolve any disputes she/he may have with SISLEY, providing (i) she/he has 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.

13.2 Any dispute in relation to these Terms shall be subject to the exclusive jurisdiction of the South African courts, even in case of third party proceedings or multiple defendants.