

GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

www.sisley.com/en-AU

Update: November 2023

1. PRELIMINARY PROVISIONS

1.1 Identity of the Seller

www.sisley.com/en-AU (hereinafter the "Website") is a website of the company Costralia Pty Ltd., a limited company with a share capital of 60000 Australian dollars, with its registered office at Suite 2, Level 6, 162 Goulburn Street SURRY HILLS NSW 2010. Australia and with Australian Business Number 33 091 630 732, which may be contacted by telephone at 1300 780 800 (free call) (hereinafter "SISLEY").

1.2 Identity of the Purchaser

"Purchaser" means any natural person buying SISLEY products on the Website who is an end-consumer (i.e. an individual, not acting as a retailer) residing in Australia, with the legal capacity to enter into a contract. The Purchaser:

- represents and warrants that, by accepting these General Terms and Conditions of Sale, the purchase of SISLEY products on the Website is unrelated to any professional activity and is limited to personal use; and
- undertakes not to resell or distribute the products purchased on the Website or any samples, failing which, his/her civil liability may be incurred.

1.3 Legally binding contract

These General Terms and Conditions of Sale define the conditions and procedures for online sale of SISLEY products on the Website.

They constitute a binding legal contract between the Purchaser and SISLEY. By ticking the corresponding box on the relevant Website page, the Purchaser acknowledges that he/she has consulted and expressly accepted them. Such action is a legal equivalent of the Purchaser's handwritten signature. SISLEY reserves the right to modify the General Terms and Conditions of Sale at any time, without prior notice, it being specified that those applicable to the sale are those which the Purchaser accepts on placing his/her order. Check these General Terms and Conditions of Sale from time to time. A revision date appears at the beginning of these General Terms and Conditions of Sale specifying the date of the last revision. If a Purchaser does not agree with any change or revision of terms and conditions at any time, does not access, use, upload, submit information to or download from the Website or use the Website's service.

The Purchaser represents that he/she is either 18 years of age or older and is fully qualified and empowered to enter into these General Terms and Conditions of Sale or the Purchaser represents he/she is a minor over the age of 16 and warrants that he/she has obtained parental consent.

1.4 Information on the products

The Purchaser should, prior to placing his/her order, take note on the Website of the essential characteristics, delivery deadlines and price of the products which he/she wishes to order.

SISLEY reserves the right to add new products, remove some or to change their appearance or price at any time. Information on the products and prices applicable to the order are those appearing on the Website at the time when the Purchaser confirms his/her order.

1.5 Customer Service

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

- by telephone on 1300 780 800 from Monday - Friday 9am - 5pm (free call)
- through the "Contact form" section of the Website
- by e-mail to the address: customerservice@sisley.com.au
- by post, writing to the following address: SISLEY, Suite 2, Level 6, 162 Goulburn Street SURRY HILLS NSW 2010.

2. THE ORDER

2.1 Order stages

2.1.1 Order on the Website

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 validate his/her details, billing address, location and form of delivery and the selected payment method. The Purchaser warrants that all his/her details provided to SISLEY are true and correct, including the Purchaser's name, email address, credit card details and delivery location.

As soon as the Purchaser confirms his/her order by clicking on the "*Confirm your payment*" icon, he/she is considered to have definitively accepted the contents and conditions of the order, the prices, characteristics, quantities and delivery deadlines for the ordered products. The order is then final.

2.1.2 Order by telephone

The Purchaser may also order products by calling 1300 780 800 from Monday - Friday 9am - 5pm (free call).

2.2 Order confirmation

SISLEY sends the Purchaser an e-mail summarising the terms and conditions of the order.

The Purchaser may track the status of the order and download his/her invoice in the "*Your Account*" section on the Website.

2.3 Order Processing

Most orders are processed within 24 hours of receipt (excluding weekends and public holidays). Orders placed after 12pm AEST will be processed the following business day, subject to product availability. Orders placed on weekends and public holidays will be processed on the next following business day. All orders are subject to bank authorisation prior to processing and only purchases that are authorised and approved will be shipped.

2.4 Unavailability of products

In the event of unavailability of a product after placing the order, the Purchaser shall be informed by phone or by email of the consequences to his/her order at the latest at the time of delivery. Only the products delivered shall be invoiced.

2.5 Cancellation of the order by SISLEY

SISLEY reserves the right to cancel any orders including:

- orders connected with any professional activities, orders of an abnormal character (such as those exceeding 4 products with the same reference), and any abnormally repeated orders; and any orders that do not meet any specified promotional conditions
- in cases in which the information provided by the Purchaser is incomplete or inaccurate; and
- in the event of default on payment or partial payment of amounts owed by the Purchaser.

3. PRICES

3.1 All transactions are processed in Australian dollars (AUD) and are inclusive of goods and service taxation ("GST") or other value added tax. The shipping charges are excluded from the sale prices. The total cost of the Purchaser's order is the price of the SISLEY product(s), GST, and any delivery, packaging, service or credit card charges. Prices for any SISLEY product may change at any time. SISLEY will charge the Purchase price that is displayed on the Website or communicated by SISLEY at the time the Purchaser orders a SISLEY product.

4. PAYMENT CONDITIONS

4.1 Sisley accepts that orders can be paid via any of the payment methods available on its website. Payment by cheque is not accepted.

The debit will occur 5 days after the date of the order. 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.

By providing information on his/her credit card, the Purchaser authorises the debit of his/her credit 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 agrees that if the Purchaser's payment by credit card is not received by SISLEY or if the payment is subsequently dishonoured or charged back to SISLEY, the Purchaser is personally liable to SISLEY for the amount he/she owes SISLEY for any charges and any resulting charges or costs which SISLEY may incur.

4.4 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 Delivery destination

The products can only be delivered to destinations within Australia. SISLEY does not accept international orders through our website. When ordering, the Purchaser can choose the delivery method which is most suitable for them among the available delivery methods.

5.2 Delivery process

All orders are subject to bank authorisation prior to processing and only purchases that are authorised and approved will be shipped. Except where there is an increase of orders due to a promotional offer, inventory shortage or force majeure, or transport and/or postal service strike, the products shall be delivered to the Purchaser within 3-7 business days of shipping confirmation of the order. Remote areas may experience longer delivery times. SISLEY uses postal services to deliver. If the postal company advises SISLEY that the Purchaser is not in a serviceable area SISLEY will

contact the Purchaser and make alternative arrangements. If alternative arrangements cannot be made, SISLEY will issue the Purchaser with a full refund.

5.3 Delayed or late delivery

Any delivery date or time given will be on the basis that it is an estimate. SISLEY is not be responsible for any delay in delivery of any order caused by, or in any way connected with, any cause beyond our reasonable control (including but not limited to transport delays and industrial disputes). Delayed or late delivery of goods does not confer on you any right of cancellation, termination or refusal of delivery. In the event that the goods are returned to SISLEY because the Purchaser did not take possession of the package containing the products, the Purchaser shall be reimbursed for the amount of the order, after deduction of shipping charges.

5.4 Verification of the order on receipt

The Purchaser shall immediately verify the condition of the package in order to issue his/her reservations directly to the carrier on delivery. No further complaint regarding the condition of the package may be made to SISLEY Customer Service. The Purchaser shall verify the compliance of the delivery with his/her order and notify the SISLEY's Customer Service as soon as possible of any defect or non-compliant feature. If the items listed on the invoice do not match those contained in your delivery, please notify SISLEY Customer Service immediately by telephone on 1300 780 800 from Monday to Friday 9am - 5pm (free call).

6. RETURN AND REFUND POLICY

6.1 Refund policy

Sisley does not normally give refunds if you simply change your mind or make a wrong decision. You may receive a refund where goods are faulty, have been wrongly described or are different to the product purchased on the website.

6.2 Return of products

Before any return, Purchaser shall notify to SISLEY Customer Service the intention to return Products:

- by telephone on 1300 780 800 from Monday to Friday 9am - 5pm (free call)
- by e-mail to the address: customerservice@sisley.com.au

Upon the written approval of SISLEY Customer Service, Purchaser shall return products within 14 working days of delivery.

Purchaser shall retain a proof of postage when returning products to SISLEY in order to provide in the unlikely event that SISLEY does not receive the returned parcel. We cannot accept liability for returned products lost in transit.

For reasons of hygiene, **cosmetic products (care products, perfumes and make-up) must be returned in their complete and original packaging, intact and in perfect condition for resale. Indeed, opening these products makes them unsuitable for any future sale.**

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

However, despite the foregoing provisions of this clause 6.2, the Purchaser has the right to return a faulty or unsafe product to SISLEY for a refund within a reasonable period. Any return of such products accepted by SISLEY shall entail the refund for the product price as well as the standard shipping costs (except in the case of a partial return) within 14 days from SISLEY's qualitative and quantitative verification of the returned products. A refund can only be made to the original Purchaser and only against the original credit card. If a box or a set has to be returned, the whole of the box or the set must be returned.

6.3 Reimbursement for returned products

Any return accepted by SISLEY shall entail the refund of the relevant products, excluding the standard shipping costs within a maximum period of 14 days from the qualitative and quantitative verification of the returned products. A refund can only be made to the original Purchaser and only against the original credit card.

The costs of returning the product are the responsibility of the Purchaser; packages sent postage due or cash on delivery shall not be accepted. Unaccepted products shall be returned carriage forward to the Purchaser.

7. STATUTORY WARRANTY OF PRODUCT QUALITY

7.1 The Purchaser shall benefit from the consumer guarantees under the Australian Consumer Law, which is included in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

7.2 In order to exercise one or other of these guarantees, the Purchaser shall notify to Sisley Customer Service

- by telephone on 1300 780 800 from Monday to Friday 9am - 5pm (free call)

- by e-mail to the address: customerservice@sisley.com.au

8. INDEMNITY

- 8.1 The Purchaser indemnifies SISLEY from and against all demands, claims, actions, proceedings, settlements, liability, expenses, fines, damages, costs or losses (including but not limited to reasonable costs and disbursements on a solicitor and client basis) arising from or incurred due to the Purchaser's activities on or use of the Website and any breach by the Purchaser of these General Terms and Conditions of Sale.

9. LIMITATION OF LIABILITY

- 9.1 The Competition and Consumer Act 2010 (Cth) and other legislation confer rights and remedies in relation to the provision of goods and services which cannot be excluded, restricted or modified. Despite anything to the contrary in these General Terms and Conditions of Sale, the limitations specified in these General Terms and Conditions of Sale only apply to the maximum extent permitted by such legislation and do not exclude, limit or modify remedies under such legislation.

- 9.2 SISLEY shall not be liable in the event of loss or damage resulting from fraudulent intrusion by a third party leading to a modification of the information available on the Website, in the event of default by the Purchaser, or in cases of force majeure, namely an event which is unforeseeable, irresistible or independent of SISLEY's will. In particular, SISLEY does not warrant that the operation or performance of the Website will be uninterrupted or error-free, except as may be expressly specified in these General Terms and Conditions of Sale.

- 9.3 In the event that SISLEY is held liable, despite everything, due to a loss suffered by the Purchaser as a result of non-performance or improper performance of its services, this liability shall be limited to the amount of the order paid by the Purchaser to SISLEY.

- 9.4 SISLEY, its affiliates, related bodies corporate, directors, officers, agents, employees, contractors, editors, moderators, consultants, and authors with content on the Website, and the internet service provider hosting the Website make no representation and accept no responsibility or liability for:

- misuse of product, use of the product for unintended purposes or for purposes not within its description; loss of data, theft, delays, non-deliveries, misdeliveries, or service interruptions caused by their negligence, errors or omissions;
- demands, claims, actions, proceedings, settlements, liability, expenses, damages, costs or losses of any type which may be incurred (either actual or contingent) in the event of any loss, damage, destruction of tangible or intangible property (including equipment, computer programs and data or any loss of use of any of them), death, bodily injury, disability, sickness, disease, mental incapacity, insanity, accident or event whether relating to the Purchaser or third parties, willful, unlawful or negligent act or omission or breach of the law, violation of any statute, regulation, by-law or ordinance; or special, incidental, indirect, consequential, exemplary, or punitive damages of any type (including damages for loss of profits, business interruption, or loss of reputation, data or computer programs); whether based on contract, equity, statutory law, tort, criminal law, property, bailment, trust, unjust enrichment or any other legal theory, arising out of the delivery, installation, training, use, performance or support of the Website or if the Purchaser uses, uploads, downloads, or acts in reliance on any representation, information or data contained, linked or distributed through the Website.

- 9.5 The disclaimers limitations of liability, exclusions of liability, and recommendations in the preceding paragraphs apply to all content on the Website and any alerts, newsletters, broadcast emails or other materials associated with the Website.

10. MISCELLANEOUS

- 10.1 The fact that SISLEY does not avail itself of a provision of the General Terms and Conditions of Sale with regard to the Purchaser may not be construed as a waiver of the right to invoke that provision.

- 10.2 If one of the provisions of the General Terms and Conditions of Sale is declared invalid as a whole or in part, the other provisions and other rights and obligations arising from these General Terms and Conditions of Sale shall be unchanged and shall remain applicable.

- 10.3 In general, it is stipulated by express agreement between SISLEY and the Purchaser that e-mails shall be valid between the parties in the same way as the automatic recording systems used on the Website, notably with regard to the content and the date of the order.

11. TERMINATION

- 11.1 Without limitation to other provisions in these General Terms and Conditions of Sale, SISLEY may at its discretion refuse to provide the service, suspend or terminate any access or account the Purchaser may seek or have for the Website. SISLEY may do so, for example but without limitation, if it believes the Purchaser will breach or has breached these General Terms and Conditions of Sale or has submitted false, inaccurate, untrue, unauthorised or incomplete information; if a request is made by law enforcement or other government or regulatory authorities; or due to technical difficulties.

12. PRIVACY POLICY

12.1 By using the Website, the Purchaser acknowledges that he/she has read the Website's privacy policy statement and consents to it. 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 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.

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 "Contact us" section, or a letter, together with their identity document to the following address: SISLEY, Suite 2, Level 6, 162 Goulburn Street SURRY HILLS NSW 2010.

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-AU/privacy-policy> and <https://www.sisley-paris.com/en-AU/cookies>

13. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

13.1 The Website and all of the items available on the Website are the exclusive property of SISLEY. It is strictly forbidden to disseminate, modify, transmit or reproduce the Website, as a whole or in part, in any form. The insertion of hyperlinks to all or part of the Website is prohibited without SISLEY's prior written consent.

Every time a Purchaser places an Order for SISLEY products, the terms in force at that time will apply to the contract between SISLEY and the Purchaser.

13.2. c.f.e.b. SISLEY is also the owner of the SISLEY brands, regularly filed and registered with the National Institute of Industrial Property. The Purchaser undertakes not to make any use of Sisley's brands and, more generally, not to infringe SISLEY's intellectual and industrial property rights.

14. APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

14.1 These General Terms and Conditions of Sale are subject to the law of the State of New South Wales and the Commonwealth of Australia.

14.2 IF A DISPUTE ARISES IN RELATION TO THEM IT MUST BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF NEW SOUTH WALES AND THE COMMONWEALTH OF AUSTRALIA.