

GENERAL TERMS AND CONDITIONS OF ONLINE SALE

www.sisley-paris.com/en-MY

Updated: October 2023

1. GENERAL PROVISIONS

1.1 The Seller's identity

www.sisley-paris.com/en-MY (the "Website") is a website of the company SISLEY COSMETICS SDN. BHD. (hereinafter "SISLEY"), a company incorporated and registered in Malaysia with company registration no: 200101026713 (562471-W) whose registered office is: Unit No. A-18-02, 18th Floor, Northpoint Offices, Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, Malaysia.

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 Malaysia 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 will be in breach of this undertaking;
- Declares and warrants that the Purchaser is at least 18 years of age.

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.

To the maximum extent permitted by law, SISLEY reserves the right to modify these General Terms and Conditions of Sale at any time. 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.

These General Terms and Conditions of Sale exclude the application of any other document which purports to govern the on-line sale of the Products on the Website.

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.

1.5 Customer Service

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

- via the "Contact Form" section of the Website
- by email at: sisley.my@sisley.fr
- by phone at +603-22834648 from Monday to Friday from 9:30 am to 5:30 pm

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 ~~prior to confirming the order.~~

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.

2.2 Confirmation of the order

~~After the Purchaser has confirmed 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 invoice in the "My account" section on the Website.

2.3 Unavailable Products

If one or several Products are unavailable after the order has been placed, we shall seek your agreement to either cancel/refund the entire order or schedule a late delivery for the back 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, bulk orders (such as orders exceeding 4 products with the same reference), abnormally recurrent orders such as fraudulent orders flagged for suspected credit card fraud;
- If the Purchaser provides incomplete or incorrect information;
- Payment default or part payment of the sums owed by the Purchaser.

The Purchaser can cancel the order by exercising the right of withdrawal which is explained in article "6. THE RIGHT OF WITHDRAWAL".

3. PRICE

The prices displayed on this Website are given in Malaysian Ringgit 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.

4. PAYMENT TERMS

4.1 Payments for purchases on this Website are to be made via debit cards, credit cards or mobile payments (such as Visa, Mastercard, Apple pay, Google pay, Alipay, Grab Pay & Online banking). Payments by cheque are 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.

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 or 4 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 whom SISLEY relies on for 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 the 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.

5. DELIVERY

5.1 Terms and conditions of delivery

The Products can only be delivered in Malaysia, but excluding offshore islands and restricted areas designated by SISLEY's appointed delivery company.

When ordering, the Purchaser will enjoy our standard delivery method free of charge.

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.

If the Products are returned to SISLEY because the Purchaser has not taken possession of the parcel containing the Products, the Purchaser will be refunded the amount of the order after shipping costs have been deducted.

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. THE RIGHT OF WITHDRAWAL

6.1 The right of withdrawal

The Purchaser can cancel an order during the 60 minutes grace period from the time an order has been made. This option will be available under Your Orders at Account Summary. The amount will be automatically reverted back to your credit card. After the 60 minutes grace period, the Purchaser cannot request for change of mind returns.

The Purchaser has the right of withdrawal of the order within fourteen (14) calendar days of the date of the receipt of the order subject to Sisley's final decision. If the fourteen (14) 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 of withdrawal before the withdrawal period expires by informing SISLEY of their wishes in an unequivocal declaration using:

- The "Contact Us Form" section of the Website
- Or an email sent to SISLEY's Customer Service (see article 1.5 of these General Terms and Conditions of Sale) with the following information: name, postal address and when they are available, telephone number, order number and email address.
- Or by phone at +603-22834648 from Monday to Friday from 9:30 am to 5:30 pm

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, to the address designated by SISLEY's Customer Service within a maximum of fourteen (14) calendar days from the demand of withdrawal.

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, used, 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 the Products

SISLEY will process the refund of the returned Products as well as the standard shipping costs for any return which it accepts (except partial returns) within a maximum of 30 calendar days after SISLEY's qualitative and quantitative inspection.

The Purchaser is responsible for paying the return costs, and parcels which are sent carriage forward or with payment on delivery will be refused. Products which are refused will be returned to the Purchaser carriage forward.

7. LIMITATION OF LIABILITY

7.1 To the maximum extent permitted by law, 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 However, if SISLEY should be held liable for a loss suffered by the Purchaser following the non-performance or poor performance of its services, to the maximum extent permitted by law, 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 can become a member of the My Sisley Club Loyalty Program.

The Purchaser can access the following page for more information on the My Sisley Club Loyalty Program: www.sisley-paris.com/en-MY/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

SISLEY collects, uses and processes personal data of the Purchaser in accordance with SISLEY's personal data protection policy at www.sisley-paris.com/en-MY/personal-data/, and the Purchaser hereby agree to the collection, use and processing of his/her personal data as described in the said personal data protection policy.

11. COOKIES

The Purchaser can access the following page for more information on SISLEY's cookies policy: www.sisley-paris.com/en-MY/use-of-cookies/.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

12.1 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.

12.2 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.

13. GOVERNING LAW / JURISDICTION

13.1 These General Terms and Conditions of Sale are governed by and construed in accordance with the laws of Malaysia.

13.2 In the event of any disputes the Purchaser may have with SISLEY, the Purchaser must first refer the matter to SISLEY's Customer Service in writing first. Any dispute in relation to these General Terms and Conditions of Sale shall be subject to the exclusive jurisdiction of the Malaysia courts, even in case of third party proceedings or multiple defendants.