## **Terms and conditions**

The present document (Terms and Conditions) establishes the conditions for the sales made between any individual wishing to make a purchase from the Sarenza.co.uk website, hereafter referred to as "the customer," and Sarenza, S.A., whose registered office is located at 27-29 rue de Choiseul, 75002 Paris, France. Sarenza, a public limited company with registered capital of €296,366.70 and intra-community VAT number FR0648018850, is registered in the Paris Trade and Companies Register under number 480 188 507. Sarenza, S.A. will be hereafter referred to as "Sarenza.co.uk."

The conditions established in this document apply exclusively to non-trading individuals.

Once the customer has read these terms and conditions, an agreement is implied. Using the website also implies full agreement with these terms and conditions.

## **Prices**

All item prices are given in pounds sterling and are inclusive of all taxes. Item prices do not include delivery charges (see paragraph 3, <u>Dispatch and delivery</u>).

Sarenza.co.uk reserves the right to modify its prices at any time without prior notice. The items will be invoiced according to the prices in effect at the time the order is completed. The items ordered will remain the property of Sarenza.co.uk until Sarenza.co.uk receives the full payment amount. Payments must be made in full in one installment.

## **Ordering**

Sarenza reserves the right to withdraw and/or modify any items on its website at any time.

## Placing an order

The customer may order online from the <u>Sarenza.co.uk</u> website at any time. He may also order by telephone from Monday through Friday between 9:00 a.m. and 12:00 p.m. or between 1:00 p.m. and 5:00 p.m. (GMT) at the following telephone number: 0203 059 5749 (national call rates apply).

Note: Sarenza.co.uk reserves the right to cancel or to refuse any order from a customer with whom there exists a dispute relating to the payment of a previous order or who appears to present a risk to Sarenza.

## Order conditions

All orders imply acceptance of the prices and item descriptions available at the time of sale.

Sarenza.co.uk undertakes to honour all orders received on the website, subject to item availability. If one or more items ordered are not available, Sarenza.co.uk will strive to inform the customer as soon as possible. In such a situation, the customer's order will be cancelled and the corresponding payment amount will be refunded.

### Order contract

Sarenza.co.uk stores the contract's content and will send the customer the details of his order, as well as the general terms and conditions, via e-mail. The general terms and conditions may be found online at all times at the following link: <a href="http://www.sarenza.co.uk/terms-conditions">http://www.sarenza.co.uk/terms-conditions</a>. The details of recent orders will be available to the customer via his customer log-in.

## Payment and security

In some cases, Sarenza customer service may contact a customer to request additional information before his or her order is processed. This is standard security procedure and the information provided will not be shared with any outside parties.

# Dispatch and delivery

## **Delivery locations**

At this time, Sarenza.co.uk delivers to the United Kingdom mainland, including the Isle of Wight. This excludes Scilly Islands, Channel Islands, Isle of Man, Oakney Islands, and Outer Hebrides. Please also note that remote postal codes may incur longer delivery times.

## Special circumstances

Delivery may be delayed in the event of a natural disaster or force majeure beyond Sarenza.co.uk's control.

Sarenza.co.uk is not responsible for postponed deliveries in such circumstances.

In the event that a customer is absent and does not contact the carrier after two delivery attempts and five working days, then his package will be returned

to Sarenza.co.uk without the option to re-deliver.

## **Delivery options**

Sarenza.co.uk offers two different delivery options: regular FREE deliveries and EXPRESS deliveries:

#### Free delivery:

With exception of the winter and summer sale periods, as well as during the exclusive customer sales, orders placed at Sarenza.co.uk before 12 p.m. (GMT) Monday through Friday (except French national holidays) will be processed and dispatched the same day, subject to <u>payment confirmation</u>. Orders placed on Sarenza.co.uk after 12 p.m. (GMT), during the weekends, or on French national holidays will be processed the following working day, subject to payment confirmation.

Orders placed during the winter and summer sale periods, as well as during the exclusive customer sales will also be processed the following working day, subject to payment confirmation.

Delivery time is approximately five working days from the time the order is received for mainland UK and the Isle of Wight.

Note: Hermes requires a signature upon delivery to avoid leaving parcels unattended and ensure that every order reaches its destination. If no one is in at the time of delivery, neighbours or housemates may be asked to sign for a parcel.

### **Express delivery:**

With exception of the winter and summer sale periods, as well as during the exclusive customer sales, orders placed at Sarenza.co.uk before 11 a.m. (GMT) Monday through Friday (except French national holidays) will be processed and dispatched the same day, subject to <u>payment confirmation</u>. Orders placed on Sarenza.co.uk after 11 a.m. (GMT), during the weekends, or on French national holidays will be processed the following working day, subject to payment confirmation. Orders placed during the winter and summer sale periods, as well as during the exclusive customer sales will also be processed the following working day, subject to payment confirmation.

Delivery time is normally one working day from the time the order is received for mainland UK and the Isle of Wight. Customers may track their parcels on dhl.co.uk using the tracking code provided in the order confirmation e-mail.

## Exchanges, returns and refunds

## Contract cancellation

Under the Distance Selling Regulations, the Customer has a legal cooling-off period of fourteen working days to cancel the contract without providing any reason. This cancellation period begins the day the order is received. Returns, exchanges, and refunds are subject to certain conditions, which may be found below in the section hereunder entitled "Conditions of exchange and return". These conditions of exchange and return, as well as the product conditions, do not affect the statutory right to cancel and apply only to the Sarenza right to return.

To exercise this right of withdrawal, the Customer must inform us of his decision to withdraw from this contract by an unequivocal statement.

The Customer may use the model withdrawal form hereunder.

Model withdrawal form:

To Sarenza S.A., 27-29 rue de Choiseul - 75002 Paris - France:

- I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1),
- Ordered on (1)/received on (1),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),

(1) Delete as appropriate

Sarenza offers a period of 100 days to return or exchange an item after it has been delivered, subject to the respect of the conditions hereunder.

#### Refund of returns

Sarenza.co.uk will refund all payments upon receipt and verification of return of the items without undue delay and in any event not later than 14 days from the day on which Sarenza.co.uk is informed about the Customer's decision to withdraw from this contract.

Sarenza.co.uk may withhold reimbursement until reception of the goods to our warehouse or until evidence of having sent back the goods has been given, whichever is the earliest. The customer will be refunded via the payment method used to place the order.

## Return/exchange cost

Sarenza bears the shipping costs for all returns and exchanges. This is the same for both the Sarenza cancellation period as well as the statutory right to cancel

## Conditions of exchange and return

The item(s) returned must be new, unused, and in the perfectly intact original packaging. Any exchange or return must be done via an exchange or return request in the "My Account" section of the Sarenza.co.uk website.

The exchange order will be dispatched within 48 hours of the returned items being returned to stock. If the amount of the customer's exchange order is more than his or her initial order, he or she may pay the price difference online with a debit/credit card or via PayPal. The dispatch of the customer's exchange order is conditional upon confirmation of this payment.

The customer must retain the proof of postage of the package given to him by the Collect+ store assistant. If the package is lost, no refund will be given without the proof of postage.

The customer may make a single request for a return or exchange online on the site www.sarenza.co.uk

#### **Product condition**

All returned items (shoes, original packaging, accessories, instructions, & etc.) must be returned completely intact.

Sarenza.co.uk will determine whether the items are in perfect condition upon receiving the package. No returns will be accepted if the returned items have been visibly used or damaged by the customer and if this use or damage has rendered the items unsuitable for sale. If the return is refused by Sarenza.co.uk, then the items will be returned to the customer at Sarenza.co.uk's expense. The customer may not demand any compensation, nor is he entitled to any refund, unless he subsequently exercises his warranty rights for sold goods.

The same requirements apply to exchange items. In the event of an exchange, if the returned items have been visibly used or damaged by the customer and if this use or damage has rendered them unsuitable for sale, then Sarenza.co.uk may exercise all corresponding actions of recovery from the customer.

## **Payment**

Customers may pay for their purchases with a debit/credit card (Visa or Mastercard) or via PayPal. The payment will be confirmed upon receipt of any additional information requested (in case of payment by debit or credit card that requires further verification).

Sarenza.co.uk reserves the right to verify the personal information given by the customer and to adopt any measures deemed necessary to ensure that the person whose bank account is being debited is the same person who placed the order. This is to prevent any fraudulent payments. This verification may take the form of a request for proof of identity and/or address and/or bank documents (BBAN or void cheque). If the customer fails to respond to such a request within two days of the request made by Sarenza.co.uk, the order in question will be automatically cancelled, with no option to make a subsequent complaint.

Sarenza.co.uk is also entitled to directly cancel an order that presents one or more risk factors of fraudulent bank card use.

# **Sponsorship**

"Tell a friend" allows a Sarenza.co.uk customer (the recommender) to benefit from a £5 voucher when he or she gives Sarenza.co.uk the details of a friend (the recommended friend) via the "tell a friend" module on the Sarenza.co.uk website and the recommended friend then places a minimum order of £40. A £5 voucher is awarded to the recommender when the following conditions are met:

- The recommended friend has never bought anything from Sarenza.co.uk before, though he may have already created an account.
- The recommended friend has not already been recommended by someone else.
- The recommended friend has placed a minimum order of £40, the order was cleared and dispatched, and the payment for this order has been made to Sarenza.co.uk

## Using the sponsorship voucher

A recommender may use his voucher on any minimum order of £40. Subject to the vouchers' validity, he may accumulate sponsorship vouchers to pay for one single order, and he may use them in conjunction with any promotional offer, including all sales and promotions.

The voucher awarded is automatically present in the recommender's basket. To benefit from the reduction the voucher offers, it must be selected at the time of checkout. The reduction will be immediately deducted from the order amount.

Under no circumstances may the voucher be converted into cash, nor may Sarenza.co.uk be requested to deduct the value of a voucher that has not been selected or may be faulty from an order that has already been confirmed and paid for, as the order will have already been processed.

In the event that a recommender returns an order, the voucher(s) used for the payment of this order will be re-credited to the corresponding customer

account once the return has been accepted. This will be proportionate to the value of the returned goods.

In the event that a recommended friend returns an order, if the products kept by the recommended friend are of a value less than £40, the recommender's voucher will be debited from his customer account. If the recommender had already used all of his or her vouchers, he or she will therefore owe the corresponding £5 to Sarenza.co.uk. Sarenza.co.uk reserves the right to claim the additional payment from him, including through legal channels.

The term of validity of the recommender's or recommended friend's voucher is one year from the date of issue.

Sarenza.co.uk reserves the right to modify these conditions at any time and cannot be held liable for this in any capacity whatsoever.

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All activities of mass recommendation are banned by whatever means.

Self-recommendation activities are also prohibited for which the participant registers with different addresses in order to arrange a fictitious recommendation allowing him to receive the benefits.

If Sarenza.co.uk discovers any serious irregularities by a participant of the recommendation programme, Sarenza.co.uk may take the necessary measures to stop these irregularities and consequently cancel the benefits and other reductions that would have been unduly awarded to the participant.

## **Exclusive item sales**

Sarenza.co.uk organises exclusive item sales on its website, www.sarenza.co.uk. These reductions cannot be combined with any other offers and are automatically applied to the customer's basket. Procedures for ordering, payment of items, delivery and returns are still as described in these Terms and Conditions.

## **Customer service**

Should the customer require any information or have any questions, the Sarenza.co.uk customer service team may be contacted by telephone from Monday to Friday between 9am and 12pm and between 1pm and 5pm (GMT) at 0203 059 5749 (national call rates apply) or by email at customerservice@sarenza.com

## Liability

Sarenza.co.uk has an obligation only to use its best endeavours throughout all the stages regarding accessing the site, the ordering process, delivery, customer service or after-sale service. Sarenza.co.uk cannot be held liable for any damages or inconveniences inherent to using the Internet network, specifically a disruption of services, an external intrusion or computer viruses, or for any event considered to be force majeure, as established by case law.

Sarenza.co.uk may not be held liable for a Customer's misuse and / or intensive use of items. Sarenza.co.uk may not be held liable for the return of a competitor's product and / or a product not sold on Sarenza.co.uk. It is the responsibility of the Customer to return the correct item. Consequently, Sarenza.co.uk will not refund any item returned to Sarenza in error.

# Intellectual property

All text, comments, works, illustrations, and images reproduced on Sarenza.co.uk are protected by worldwide copyright and intellectual property laws. In this regard, and in accordance with the provisions of the intellectual property code, only private use is authorised, subject to different, more restrictive provisions of the intellectual property code. Any reproduction, in whole or in part, of the Sarenza.co.uk website is strictly forbidden without prior agreement.

## Gift cards

### Purchasing a gift card

The customer may purchase one or multiple gift cards on the website www.sarenza.co.uk. These gift cards may be used exclusively on the www.sarenza.co.uk website.

Gift cards may not be purchased using a promotional code.

Gift cards may be paid for only with credit card or Paypal.

At the moment when the gift card is created, the customer must enter the recipient's e-mail address. This e-mail address may not be modified.

In case of error when entering the recipient's e-mail address, the customer sending the card may request a complete or partial cancellation of the order. The amount corresponding to the cancelled gift card(s) will be reimbursed via the same payment method used to place the order.

This cancellation request may be made within a maximum period of three months from the date the gift card is issued.

No cancellation requests will be granted if the recipient has already activated the gift card. A gift card is considered activated once its value has been credited to the recipient as a voucher.

Sarenza takes no responsibility in case of an error with the gift card recipient's e-mail address.

The gift card is valid for one year from the date it is sent to the recipient. The card may not be exchanged for cash.

If the gift card has not been activated one year after the date it is sent to the recipient, then the corresponding amount will be considered forefeited by the recipient.

Sarenza reserves the right to cancel any gift card order, gift voucher, or order placed with a gift voucher in the case of suspected fraud.

## Gift card activation--transformation into a gift voucher

The gift card recipient will receive an e-mail containing a unique activation link. He/she must click on this link to log in at www.sarenza.co.uk if he/she already has a Sarenza account, or to create a Sarenza account in order to activate the gift card.

Activating a gift card will result in the corresponding amount becoming available to the recipient in the form of a gift voucher.

This gift voucher will be available in the recipient's Sarenza account and will be offered in his or her order basket upon order validation.

This gift voucher will be valid for one year from the date the gift card is sent. It is not divisible or refundable and may not be exchanged for cash.

In case of the return of an item paid for by a gift voucher, Sarenza will reimburse the monetary amount spent, if any, then reactivate the gift voucher with the corresponding amount spent from the gift voucher.

By activating the gift card, the recipient accepts our privacy protection policy.

#### Give a gift card

## Marvin&Co offer

Sarenza is implementing a specific offer on two product selections from the Marvin&Co brand.

This offer may not be used in conjunction with sales or any promotional offer.

This offer may only be used on products from the same selection.

- Smart shoe selection: When you buy a pair of Marvin&Co shoes from the smart shoe selection, the first pair is £99.99, the second pair is £79.99, and the third pair and more is £89.99. The smart shoe selection can be found at the following link: <a href="http://www.sarenza.co.uk/marvin-and-co-smart-shoes">http://www.sarenza.co.uk/marvin-and-co-smart-shoes</a>.
- Casual shoe selection: When you buy a pair of Marvin&Co shoes from the casual shoe selection, the first pair is £69.99, the second pair is £59.99, and the third pair and more is £64.99. The casual shoe selection can be found at the following link: <a href="http://www.sarenza.co.uk/marvin-and-co-casual-shoes">http://www.sarenza.co.uk/marvin-and-co-casual-shoes</a>.