

GENERAL TERMS AND CONDITIONS OF SALE AND USE

Preamble

These General Conditions of Sale and Use (CGVU) apply to the use of the Website, accessible at the address mademoisellepierredelune.com as well as to all the Services offered there by the Company.

Any Customer registering undertakes to respect them.

Article 1: Definitions

The customer: Any natural or legal person acting for his own person or in the title and on behalf of a Company or an Association/Federation, located in France or abroad who navigates, becomes aware of and/or orders a product on the Website or by any other means of communication with the Company.

The command / order: this term refers to the sales contract between the Company and the Customer. All orders are made with obligation to purchase.

Customer data: this term designates all the information communicated by the Customer.

The society: MERVEILLES ET JOYAUX DU MONDE SAS, specialized in the creation and sale of costume jewellery, registered with the RCS of Orléans under the number SIRET 918 270 083 whose head office is located at 39 route de Marmain, 45110 SIGLOY, reachable at 06 38 36 94 64 or by email at: contact@mademoisellepierredelune.com

Parts): this term designates jointly or individually the Client and the Company.

Product(s): this term refers to the products marketed by the Company and offered for sale on the Website.

Website: The Website accessible at the address mademoisellepierredelune.com whose infrastructure was developed by the Company according to the computer formats usable on the Internet including data of different kinds, and in particular texts, sounds, fixed or animated images, videos, databases, intended to be consulted by the User.

User: Any capable adult natural person or legal person, using the services offered on the Website browsing the Website.

Article 2: Purpose

This document constitutes the GTCSU of the Service and is intended to define the terms and conditions of use of the Service by the Customer. For all intents and purposes, it is specified that the use of the Service is subject to compliance with and acceptance of the GTCSU; which constitute an essential condition.

Article 3: Account

3.1 Account Creation

When ordering a product, you will need to create an account on the Website with the Company (the "Account"), leading to the creation of a personal space "My Account" on the Website and allowing you to finalize your order.

Creating an Account is free and open to:

- Any natural person (at least 18 years old and enjoying full legal capacity); And
- Any legal entity legally constituted and acting, in a professional or non-professional capacity, through the intermediary of a duly authorized natural person representative pursuant to a power, delegation or mandate duly obtained from the legal person concerned, allowing it to act in the name and on behalf of the latter.

To create an Account, you must fill in the following mandatory information: your surname, your first name, your telephone number, your e-mail address and a secret, personal and confidential password. You are responsible for keeping the information you provide accurate and up-to-date. The Company cannot be held liable if the information provided is incomplete or contains errors and if, as a result, the Company is unable to execute the order under the conditions provided. For the purposes of providing the Services, you must immediately inform the Company of any change in this information and confirm the accuracy of the information to the Company within fifteen days if the Company or one of its service providers so requests.

You agree not to create multiple Accounts and/or close any additional Accounts at The Company's request.

Do not communicate the username and password of your Account to third parties. You are responsible for maintaining the confidentiality of your username and password, access restrictions to your computer, and all activities performed from your Account or with your username and password. Be careful not to reuse the same password associated with your account on the Website in other applications. If you discover or have reason to believe that your password is known to someone else or is being used or is likely to be used in an unauthorized manner, you must notify the Company immediately by sending an e-mail to the following address: contact@mademoisellepierredelune.com. The Company cannot be held liable for any damage suffered as a result of illicit, fraudulent or abusive use of your username and password and a product order by a person whom you have not authorized to place an order.

The Company reserves the right to send you personalized e-mails to the e-mail address you provide to notify you of the arrival of a message in your "my Account" space.

3.2 Closing the Account on your initiative.

You can permanently close your Account at any time, automatically and without legal formality, by sending an e-mail to the following address: contact@mademoisellepierredelune.com.

The Company reserves the right to recover fees and charges incurred prior to the closure of your Account. The closure of your Account will take effect within a reasonable period of time after receipt of your request by the Company's customer service.

3.3 Closure or suspension of the Account at the initiative of the Company

In the event of non-compliance with these GCUS, the Company shall have the option of suspending or closing your Account (or limiting your ability to use all or part of the Website and the Services), at any time, automatically and without legal formality, after the sending by e-mail (or by post) of a formal notice which has remained without effect for a period of five (5) calendar days from its receipt (or from its first presentation if applicable).

In the event of fraud or attempted fraud, the Company may suspend or close your Account, at any time, automatically and without any formality, if the Company has reasonable grounds to believe that:

- You claim to be any other person or entity or misrepresent your identity or
- You engage in inappropriate or objectionable behaviour on the Website or in connection with the use of the Services.

3.4 Consequences of closing the Account

Any closure of your Account results in the permanent deletion of the information communicated to The Company when opening or updating your Account and other elements stored on the Website in your “my Account” space. It is therefore strongly recommended that you save on your computer or on an external hard drive, all the information and other elements stored on the Website in your “my Account” space. Notwithstanding the foregoing, The Company reserves the right to retain the above-mentioned information and other items on its servers for a reasonable period.

In the event of closure of your Account on your initiative, no refund, either total or partial, of the sums already paid for the purchase of any product then in progress will be made, without prejudice to the provisions of article 13.

In the event of closure of your Account by the Company for non-compliance with these GCUS under the conditions provided for in Article 3.3, no refund, either total or partial, of the sums already paid for the purchase of any product will be made. In addition, you are formally and strictly prohibited from opening a new Account, with the same or a different e-mail address or by an intermediary without the prior written authorization of The Company. In this case, contact The Company at the following e-mail address to request the creation of a new Account: contact@mademoisellepierredelune.com.

Article 4: Product order

4.1 Order

The offers of products offered on the Website are valid, in the absence of indication of a particular duration, as long as the offers are offered on the Website.

Before paying for your order, you have the possibility of checking the details of the price of the latter and of returning to the previous pages to, if necessary, correct the content of the order.

To place an order for a product, you must:

- Select the desired product on the Website
- confirm your order by clicking on "Place order" or "Buy"
- accept the T&Cs
- make the payment by clicking on "Pay", under the conditions provided for in article 7 (Terms of payment and invoicing) below
- create an Account under the conditions specified in article 3.1 (Creation of Account) above

You can order a product directly from your “My Account” space when you have already placed at least one order on the Website. In this case, you must:

- select the desired product from your "My Account" area
- confirm your order by clicking on “Place order” or “Buy”
- accept the T&Cs
- make the payment by clicking on "Pay", under the conditions provided for in article 7 (Terms of payment and invoicing) below

Any order implies express agreement on your part of the start of the execution of the Services by the Company.

Any modification of the order will be subject to the prior written consent of the Company.

4.2 Archiving and proof

All data transmitted by you is archived via the Ionos online service. This platform supports many security standards and compliance certifications, including the EU Data Protection Directive. The storage of the transmitted data is only carried out in a data centre of the Ionos service located in Germany. The data transmitted is not exported to non-member states of the European Union.

The Company archives communications, files, contracts, purchase orders and invoices on a reliable and durable medium to constitute a faithful and durable copy. These communications, files, contracts, purchase orders and invoices may be produced as evidence. Unless proven otherwise, the data recorded by the Company constitutes proof of all transactions between the Company and yourself.

4.3: Legal guarantees

All of our products have been carefully developed by the Company and we make every effort to provide you with quality products and services in all circumstances.

Many of our unique pieces contain delicate materials and often authentic elements that have lived in the past.

We strive to show faithful images of the products and to restore their colours. However, we cannot guarantee that the colours displayed on your screen are accurate.

The Customer benefits from the legal guarantee of conformity provided for in articles L217-4 and following of the Consumer Code and the legal guarantee against hidden defects provided for in articles 1641 of the Civil Code and following. This includes a period of two years from the delivery of the goods.

Thus, We undertake to deliver goods that comply with the Order, that is to say:

(1) which are suitable for the use for which they are ordinarily intended and, where applicable, which correspond to the description provided by the Company and present the qualities which the Company has presented to the Client.

2) or which have the characteristics defined by mutual agreement between the Parties or are specific to any particular use sought by the Customer which will have been brought to the attention of the Company and accepted by the latter.

The article sold is free from latent defects which could make it unsuitable for the use for which it was intended, or which diminish said use insofar as the Customer would not have purchased it, or would have purchased it at a reduced price, if he had known about it.

In the event of non-compliance of a product or delivery of a product revealing a hidden defect, i.e. the package was not likely to have been opened or was not repackaged by the carrier, in which case, the Customer must refuse it or return it to the carrier without delay, the Customer will contact our Customer Service by contacting us via the contact form on our Website.

The Customer will follow the instructions provided by our Customer Service.

The Customer must return the products concerned unused and in their original packaging (undamaged) to the address indicated on the return slip sent by Customer Service.

The costs of returning the product(s) purchased are the sole responsibility of the customer.

Upon receipt of the products and finding of non-compliance or a hidden defect, We undertake either to exchange the product for an identical product or of equivalent quality and price, within the limits of available stocks, or to reimburse the price of the product that the Customer has paid within a maximum period of 14 days from the day We collect the products from the Customer.

Article 5: Financial conditions

The price of the Services available on the Website is indicated in Euros, all French taxes included (TTC). The price of the Service is that in force on the day of the order.

The total amount due and its details are indicated on the confirmation page of each order.

The Company reserves the right to modify the price of the products indicated on the Website under the conditions specified in article 15 (Modifications) below.

Article 6: Gift Card.

6.1 Description of the Gift Card

The term "Gift Card" refers to all gift cards issued by our company and usable for purchases made on our Website.

By purchasing a Gift Card, the Customer credits the card with the amount he wishes in order to offer it to a Recipient or use it himself. The amount of the card is determined by the Customer when placing the order. The Gift Card is accepted as a means of payment for purchases made on the Website.

The Customer can order either a card sent by email (e-card) or a card on a physical medium sent by post to the address of his choice.

The card can be used once or several times within the limits of the available balance and its expiry date. The period of validity is limited to six (6) months, taking effect from the date of purchase on the Website.

Several gift cards can be used for the same purchase. In the event of partial payment, the difference can be paid by any other means of payment accepted on the Website.

The card cannot be exchanged, taken back, resold or refunded, even partially (except under certain conditions in the event of loss or theft or exercise of the right of withdrawal – see below) or be credited to a credit card or bank account.

The Customer undertakes to inform the Recipient of the Gift Card of its expiry date and its conditions of use.

For more details and in accordance with Article L 111-1 of the Consumer Code, the Customer may, prior to his order, take note of the characteristics of the Gift Card he wishes to order. The main characteristics of the products and in particular the specifications, illustrations and indications for use, are presented on the Website.

For any questions or clarifications, the Customer may also contact the Company's customer service.

6.2 Method and delivery time of the Gift Card

6.2.1 Cards on physical medium

The Gift Card is sent to the delivery address provided by the Customer when ordering, it being specified that delivery is limited to the territory of Metropolitan France (excluding DOM-TOM).

Delivery times are in principle 72 hours calculated in working days (Saturdays, Sundays and public holidays not included) from the validation of the order and depend on the delivery method chosen and the type of card ordered.

The applicable delivery costs depend on the delivery method chosen and the place of delivery and are specified to the Customer when placing the order.

6.2.2 E-card

The e-cards are sent to the email address provided by the Customer when ordering. Any error in the address provided will be the Customer's responsibility.

The immediate receipt of the e-card is notably dependent on the Internet network. However, the Company cannot be held responsible for difficulties of access or temporary impossibility of access due to disruptions in the telecommunications network, in particular given the complexity of global networks, and the influx, at certain times, of users of internet.

In the event of non-receipt, the Customer may contact the Company by email or telephone so that it can be returned to him by email.

6.2.3 Late delivery

In the event of excessively late delivery, the Customer may cancel his order by registered letter with acknowledgment of receipt or in writing on another durable medium, if, after having ordered, under the same terms, the Company to make the delivery within a reasonable additional period, the latter has not performed within this period. The order is considered cancelled upon receipt by the professional of the letter or writing informing him of this cancellation unless the Company has complied in the meantime. The sums paid by the Customer will then be returned to him no later than fourteen days following the date of termination of the order.

Article 7: Methods of payment and invoicing

7.1 Payment

The price is payable in full after confirmation of the order.

You can pay for your purchases:

By bank card (Bank card, Visa, Eurocard/Mastercard). The Company uses the secure payment service provided by Stripe, Inc. Confidential data (the 16-digit credit card number, expiry date and CVX code) is transmitted encrypted directly to the Stripe, Inc. server. Company does not have access to this data.

Wire Transfer. When ordering, we provide you with the bank details of the Company's account to which to make the transfer, as well as your file number to be indicated in the transfer order. Orders are processed within 48 hours maximum of receipt of the transfer. The order is considered effective only once the secure bank payment centre has given its agreement to the transaction.

7.2 Billing

For each order, the Company sends you by e-mail an order confirmation, your invoice, and a PDF copy of these T&Cs.

You are advised to print and/or archive all invoices on a reliable and durable medium, as proof.

Article 8: Customer's obligation

You agree to always provide sincere and true information on the day of their entry and not to use false names or addresses, or names or addresses without being authorized to do so.

It is recalled that your civil and criminal liability could be engaged in the event of communication of information or inaccurate elements with a view to carrying out the order.

Article 9: Obligations of the Seller

9.1 Customer satisfaction

All the products on the Website have been carefully developed by the Company and we make every effort to provide you with quality products and services in all circumstances. However, if you are not satisfied with our products and Services, do not hesitate to contact us immediately, giving us the reasons and details of your dissatisfaction.

9.2 Complaints management

Any complaint on your part must be addressed to the Company 39 route de Marmain, 45110 SIGLOY, or to the following email address: contact@mademoisellepierredelune.com

We undertake to respond to any complaint within a maximum period of 7 working days from receipt of the information or documents concerned.

Article 10: Intellectual property and confidentiality

The Company remains fully and entirely the owner of all the intellectual property rights of this Website as well as all its content, in particular the brands, photographs, texts, illustrations, images, video, sounds,

studies, prototypes, etc., except where mentioned. particular. The User and the Client therefore refrain from any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the express authorization of the Publisher who may condition it on financial compensation. Any use other than private is prohibited and would constitute an infringement punishable by articles L.335-2 and following of the Intellectual Property Code.

Likewise, any recording, broadcasting, translation, and adaptation, in whole or in part, of the Website is prohibited.

The parties reciprocally undertake a general obligation of confidentiality. Confidential information means information of any kind, visual or oral, on any medium whatsoever, relating to the structure, organization, business, various internal policies, projects, and personnel of each of the parties. Subject to the exceptions referred to below, this obligation of confidentiality will have effect for a period of 5 years following the end of the commercial relationship. The letters, information, notes, quotes, any document generally provided by the Company during the execution of the orders are also confidential in nature.

If the Client wishes all or part of these documents to be disclosed to/or used by a third party, he must request prior authorization in writing from the Company. Terms and conditions applicable to this disclosure will then be set.

Article 11: Commercial prospecting

11.1 Prospecting by email, SMS, and telephone

When creating your Account, you have the option of choosing not to receive our promotional offers and our newsletters by checking the box provided for this purpose when creating your Account. You are free to modify your choice, at any time, by accessing these preferences in "My Account" or by sending an email to our customer service at the following address: contact@mademoisellepierredelune.com.

11.2 Partner prospecting

In accordance with the applicable legislation, any transmission of your personal data (telephone number and email address) to partners is systematically subject to obtaining your prior agreement.

Article 12: Hypertext links

The Website contains promotional hypertext links to third party Websites. The Company accepts no responsibility or liability for their offers, acts, content, products, services, or any other element available. We invite you to inform us of any hypertext link present on the Website which would allow access to a third-party Website offering content contrary to law or morality.

In addition, the Website may highlight certain third-party products and/or services by inserting advertising banners or any other advertising or promotional element and may also carry out cross-marketing operations with any partner of its choice. The Company is not responsible for third-party products or services promoted in this way.

Article 13: Liability of the Company

The Company will do its best to ensure access to the Website, the availability of the Services and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. In addition, your access to the Website may occasionally be suspended or limited to allow for repairs, maintenance, or to add a new feature or a new product or service.

The Company will endeavour to limit the frequency and duration of such suspensions or limitations.

In any case :

- The Company is not liable (i) for damages that have not been directly caused by a breach on its part of these GCUS, and (ii) for indirect damages and loss of profit, loss of chance, loss of profit, turnover, activity, opportunities, contracts, expected savings, data, customers, superfluous expenses, damage to reputation or interruption of activity, suffered by the Customer;
- The Company cannot be held liable in the event of any impediment or delay in the performance of its obligations, under these GCUS, caused by any act or failure on your part (or of any person acting on your behalf and for your account), of a third party or resulting from an event of force majeure as defined below

In all cases, the Company's liability is limited to the sums paid by the Customer and collected by the Company for the product that was the cause of the Customer's damage.

In the event of the occurrence of an event of force majeure, as defined in article 1218 of the Civil Code and by the case law of the French courts, which prevents the Company from fulfilling its contractual obligations, the obligations of the Company will be suspended, and the Company will not be held liable in this regard. The Company will inform the Client of the occurrence of this event as soon as possible.

If the duration of the force majeure event is greater than thirty (30) consecutive days, and/or if this event, upon its occurrence, definitively prevents the Company from fulfilling its contractual obligations, the Company and the Client shall each be entitled to terminate the contract by written notification addressed to the other party by registered letter with acknowledgment of receipt. Termination will take effect upon receipt of the registered letter without incurring the Company's liability in any respect whatsoever.

Article 14: Use of the Website and rules of conduct

The Website and the products are accessible and work with the latest versions (1) of the following browsers: Google Chrome, Mozilla Firefox, Safari and Internet Explorer and (2) of the following operating systems: Microsoft Windows (Windows Vista, 7, 8), Android, Mac OS and Apple iOS, Linux. Warning: you may encounter some difficulties when using older versions of these browsers and operating systems. In this case, we invite you to update them in order to fully benefit from our Services.

You agree to always comply when using the Website (i) with the national and international laws and regulations in force and (ii) with these GCUS. You guarantee that you will not use the Websites for illicit or immoral purposes or contrary to the intended use of the Websites and/or their purpose.

In the event of manifest abuse on your part in relation to the Services, we reserve the right to block your Account, or your IP address. The IP address can be used to identify you for the purpose of enforcing the CGUV.

Article 15: Amendments

We reserve the right to make changes to the Website, the products and/or these T&Cs at any time. You are subject to the CGUV in force at the time you use the Website and/or order a product.

In the event of a change in the applicable law and/or regulations affecting an order in progress, the Company will notify you by any means. If the said modification makes it impossible for the Company to provide the Service under the conditions provided for in the order, the Company may terminate the said order and reimburse you for the sums received.

15.1 Modification of the Price of the products

The Company reserves the right to modify the price of the products indicated on the Website at any time, it being understood that the new price is only applied to orders placed from the entry into force of the new price.

15.2 Modification of the Website and Services

The Company is constantly developing and improving its products and Services. We are therefore likely to add or remove functionalities or functions, and it may also happen that we suspend or completely interrupt a Service, it being specified that in the event of an interruption of a Service resulting in the impossibility for The Company to carry out an order, the Company will refund it.

Article 16: Confidentiality and protection of personal data

For more information regarding the use of personal data by The Company, please carefully read our Privacy Policy posted on our Website.

Article 17: Intellectual and industrial property

The "Mademoiselle Pierre de Lune" brand, as well as all figurative or non-figurative brands and more generally all other brands, illustrations, images and logos appearing on the Website, whether registered or not, are and remain the exclusive property of The Company or are licensed to The Company.

The Website and all the graphic, textual, visual and photographic elements appearing therein, namely in particular all the illustrations, images, drawings, photographs, characters, texts, decorations, modes of presentation, graphics, Content, or any other element of the Website (hereinafter the "Website Content"), are and remain the exclusive property of The Company or are licensed to The Company and are protected in particular by intellectual property rights.

The Brands, the Website and/or the Content of the Website may under no circumstances be in whole or in part modified, reproduced, represented, distributed, displayed, marketed, integrated into a derivative or other work, and this on any medium whatsoever. either. In general, the Trademarks, the Website and/or the Content of the Website, can only be used in the context of navigation on the Website and, where applicable, the use of our Services.

The use of all or part of the Trademarks, the Website and/or the Content of the Website, by downloading, reproduction, transmission or representation for purposes other than those provided for in these CGUV is strictly prohibited.

Article 18: Disputes

The consumer Customer may, in the event of a dispute arising from this agreement, request the use of a consumer mediator.

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, the Seller adheres to the Mediator Service CNPM Mediation Consumption whose contact details are as follows: 23 Rue de Terrenoire, 42100 Saint-Étienne –<http://cnpm-mediation.org/>. After prior written action by consumers vis-à-vis our company, the Mediator Service can be contacted for any consumer dispute whose settlement has not been successful.

Mediation entry process:

- You file - online or by mail - a request for mediation.
- CNPM MÉDIATION CONSUMPTION appoints the competent mediator.
- The appointed mediator takes charge of your case.
- The mediator notifies the request for mediation to the professional concerned after ensuring the admissibility of the request for mediation.

The mediator will attempt, in complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse recourse to mediation as well as, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

Article 19: Severability of clauses

The invalidity of one of the clauses hereof does not entail the nullity of these CGUV, the other clauses will continue to produce their effects.

Article 20: Waiver

The fact, for the Company, of not availing itself temporarily or permanently of one or more clauses of these CGUV, will in no case entail a waiver to avail itself of the rest of the said CGUV.

Section 21: Language

These CGUV are written as well as all the contractual information mentioned on the Website in French and English.

The products and services offered are accessible from abroad. In case of disagreement or ambiguity on the terms of the CGUV translated into English, the parties will refer to these general conditions of sale which are in French.

Article 22: Applicable law and attribution of jurisdiction

These T&Cs are subject to French law.

In the event of a dispute, dispute or action relating to or originating in the interpretation, execution or termination of these GCUS, the parties shall endeavour to settle their dispute amicably.

If no amicable solution is found, the parties agree that the dispute will be brought exclusively before the courts of the Company's registered office.

Article 23: Withdrawal policy

Principle of withdrawal

According to Articles L121-21 and following of the Consumer Code, the Customer has in principle the right to return or return the product to the Company or to a person designated by the latter, without undue delay, and at the latest within fourteen (14) days following the communication of its decision to withdraw, unless the Seller offers to collect the product itself. This period concerns cases of purchase by internet, by telephone or by post.

Withdrawal period

The withdrawal period expires fourteen (14) calendar days after the day on which the Customer, or a third party other than the carrier and designated by the Customer, takes physical possession of the product. If the Customer's order relates to several products and if these products are delivered separately, the withdrawal period expires fourteen (14) days after the day on which the Customer, or a third party other than the carrier and designated by the Customer, takes physical possession of the last product. The costs of returning the product(s) purchased are the sole responsibility of the customer.

Notification of the right of withdrawal

To exercise his right of withdrawal, the Customer must notify his decision to withdraw from this contract by means of an unambiguous declaration to the following address:

Wonders and Jewels of the World SAS
39 road of Marmain,
45110 SIGLOY

He can also use the form below:

WITHDRAWAL FORM

To the attention of the Company

Telephone number: 06 38 36 94 64 Email address: contact@mademoisellepierredelune.com

Postal address: 39 route de Marmain, 45110 SIGLOY.

I hereby notify you of my withdrawal from the contract relating to the sale of the product below:

- Product reference : [_____]
- Invoice number : [_____]
- Purchase order number : [_____]
- Ordered on [_____] / received on [_____]
- Means of payment used : [_____]
- Name of the Customer and, where applicable, of the beneficiary of the order:
[_____]
- Customer Address : [_____]

- Delivery address : [_____]
- Signature of the client (except in the case of transmission by email)
- Date : [__ / __ / __]
