

SALES TERMS AND CONDITIONS

For the commercial Internet website “comptoir-irlandais.com”

Last update June 17th 2015

Table of contents

ARTICLE 1 – SCOPE OF THE AGREEMENT

ARTICLE 2 – PRODUCTS

ARTICLE 3 – ORDERS

ARTICLE 4 – PRICE

ARTICLE 5 – PAYMENT CONDITIONS

ARTICLE 6 – DELIVERIES

ARTICLE 7 – DELIVERY CHARGES

ARTICLE 8 – PROPERTY AND RISK TRANSFER

ARTICLE 9 – RETURNS POLICY

ARTICLE 10 – SPECIAL OFFERS AND VOUCHERS

ARTICLE 11 – GIFT CARDS

ARTICLE 12 – WARRANTY AND LIMITATIONS OF LIABILITY

ARTICLE 13 – PERSONAL DATA PROTECTION

ARTICLE 14 – INTELLECTUAL AND INDUSTRIAL PROPERTY

ARTICLE 15 – APPLICABLE LAW – LANGUAGES

ARTICLE 16 – LITIGATIONS

ARTICLE 17 – PRE-CONTRACTUAL INFORMATION – CUSTOMER’S AGREEMENT – LEGAL INFORMATION

APPENDIX: WARRANTY

ARTICLE 1 – SCOPE OF THE AGREEMENT

The following terms and conditions apply, with no limitation or reservation, to all sales completed by the simplified joint-stock company Le Comptoir Irlandais, with a registered capital of 764 064 Euros, registered offices at Zone Industrielle de Saint Eloi – 16 rue des Glénan – 29800 PLOUEDERN, registered on the Trade and Companies Register of Brest under number 385 246 640, hereafter "the Company", with non-professionals buyers, hereafter the “Customer”, wishing to buy the products offered by the Company (hereafter the “Products”) on the website of the Company www.comptoir-irlandais.com (hereafter the “Website”).

The buyer agrees to be of legal age with full legal capacity to contract.

These Terms and Conditions (hereafter the “Conditions” or “Terms and Conditions”) apply to the exclusion of any other conditions, in particular those applicable to store sales or any other means of distribution and commercialisation.

Online offers are limited to the Website and may not be available in the other Company’s stores. Likewise, special or local in-store offers are not available on the Website, unless otherwise indicated.

These Terms and Conditions are available at any time on this Website and prevail on any other contradictory document.

Unless proven otherwise, data collected by the Company constitute proof of all transactions.

The Website is hosted by: Anaximandre via Bluecom.

These Terms and Conditions apply as long as the Website is online.

Information available on catalogues, leaflets, adverts or any other documents issued by the Company are indicative only and do not engage the Company that may apply modifications at any time.

The Terms and Conditions are accurate at the date on which the order was placed.

Any order placed on the Website imply complete acceptance of these Terms and Conditions.

The fact that the Company may not, at any time, exert a right recognized by these Terms and Conditions or require performance and any provision hereof, shall not be deemed a waiver, explicit or implied of any of the privileges or affect the full right to require such performance at any time thereafter nor affect the complete and scrupulous execution of the Customer's commitments or the right to undertake any action or initiate any claim.

The Customer is deemed to have read, understood and agreed to these Terms and Conditions and to the Website's Terms of Use when ticking the corresponding box before undertaking the ordering process.

ARTICLE 2 – PRODUCTS

The Products subjected to these Terms and Conditions are those available on the Website and marked as sold and delivered by the Company.

The Products' main features and in particular specifications, illustrations and size information or capacity are available on the Website. The Customer is required to consult them before ordering.

The Products are described and presented as accurately as possible. However, the photographs of the Products are non-contractual. Colour and appearance of the Products may vary from the way they appear on the screen.

Choice and purchase of a Product is the sole responsibility of the Customer. The Customer is required to consult the description of each Product in order to know their properties and features.

The Products presented on this Website are for sale in France and over the world.

Offers on Products apply within stock limits. Stock information is given to the Customer when placing an order.

ARTICLE 3 – ORDERS

The Customer chooses on the Website the Products he/she ordered through the following process:

3.1. Prior identification of the Customer

To place an order, the Customer is required to register with his/her email address or Customer number and password. It is specified that, in order to register on the Website and place an order, the Customer must be of legal age and possess full legal capacity.

For any first order, the Customer is required to create an account following a process detailed on the Website.

In case of forgotten or lost password, the Customer may request it through the “my account” portal and click on “I’ve forgotten my password” link. The Customer shall receive a new password on the email used for registration.

Customer numbers and password are strictly confidential. The Customer commits to not sharing these numbers and password to a third-party. The Company is not liable for any action undertaken by a third-party who received undisclosed information from the Customer or who would have accessed this confidential information because of the Customer’s negligence.

The Customer must ensure that the information provided upon registration is correct, complete, sincere and true, and regularly updated.

3.2. Placing an order

The Customer has the possibility to place an order online by choosing the Products he wishes to order from the Website catalogue.

Any order is placed in English or French.

With prior acceptance of Terms and Conditions, the Customer is required to confirm his shopping bag, choose the delivery address, delivery mode and method of payment.

When the method of payment is selected, the Customer proceeds with the payment of his/her order.

When placing an order the Customer is deemed to have read and agreed to prices and descriptions of available Products for sale on the Website.

3.3. Confirming the order

The Company shall confirm the order placed with an email sent to the Customer, entitled “Order Confirmation Email” specifying the references ordered, amount of the purchase and delivery address.

The sale will be considered as final and legally binding by the Company after an email entitled “Order Validation Email” has been sent to the Customer.

Any order placed on the Website and validated by the Company is a legally binding contract between the Company and the Customer. In case of payment failure, wrong address or any other problem occurring on the Customer's account, the Company reserves the right to suspend the Customer's order until the issue is resolved.

Besides, the Company reserves the right to not validate the order for any legitimate reason, in particular in the following cases:

- The order is not complying with these Terms and Conditions;
- One order or more are not fully paid for in due date;
- Ongoing litigation relative to a previous order;
- Sufficient reliable and consistent evidence leading to suspect frauds;
- Unusual quantities ordered by means of one or several orders, well above quantities regularly ordered.

Besides, the Company reserves the right to suspend the order in case of manifest typo error leading to display unusually low prices, and resulting in unfair and unprofitable sales.

In case of unavailability of an ordered Product, the Customer shall be informed via email as soon as possible.

Cancellation of the order and refund shall be processed within 30 days following payment, the rest of the order remaining firm and final.

The Customer may be presented with a Product of similar price and quality instead of a refund of the unavailable item. If the offered Product is not satisfactory, return fees will be at the expense of the Company.

It is up to the Customer to check the accuracy of the order and to notify any error to the Company.

Any modifications of the order by the Customer shall be taken into account by the Company within the limits of its possibilities, provided that they are notified to the Company via telephone to this number: +33(0)298854737 (toll-free number, subject to change depending on operators) during working hours mentioned on the Website, or by email to Customer Service through the contact page available [by clicking here](#), and provided the Company has not sent a notification email confirming the despatch of the order yet.

In the case where these modifications, requested within delivery times and in any case before the Product has been despatched, may not be accepted by the Company, the amount of the purchase will be refunded to the Customer within 30 days following notification by the Company of the impossibility to proceed with the modifications requested by the Customer, unless the Customer opts for a credit note.

The order shall be despatched at the latest three (3) days following payment, subject to potential delays relative to orders placed with suppliers.

For any question relative to the delivery process of an order, the Customer may consult his/her account on the Website or call the Company at +33(0)298854737 (toll-free number, subject to change depending on operators) during working hours mentioned on the Website.

When placing an order, the Customer is notified that nominative data will be treated electronically.

The Customer is invited to refer to Article 12 of these Terms and Conditions for more information regarding this point.

ARTICLE 4 – PRICES

All prices quoted on the Website are accurate at the time that the order is processed by the Company.

All prices are quoted in Euros and include all taxes. All taxes included prices factor in the VAT applicable on French territory at the time that the order is placed. They do not factor in the treatment, delivery, transport or despatch costs which are invoiced separately. The total costs of treatment, delivery, transport and despatch shall be notified on the purchase order before the order is confirmed.

Full payment will be required from the Customer, inclusive of aforementioned costs.

If one or more taxes or contributions, including environmental taxes, had to be created or modified, modifying upwards as downwards the final price, this change will be reflected in the sale prices of the Products referenced on the Website.

These prices are firm and final during their validity period, as indicated on the Website of the Company, and may be modified at any time by the Company outside this period.

Prices indicated on the Website solely apply to Products for sale on the Website.

For Products shipped outside the EU or to the DOM-TOM, the price will be calculated excluding taxes.

An invoice shall be delivered to the Customer by the Company upon delivery of the ordered Products.

ARTICLE 5 – PAYMENT CONDITIONS

Full payment is due at the time the order is placed, via secured, online or valid credit card payment, or via Paypal.

- Online credit card payment via CM-CIC

Accepted credit cards are Carte Bleue, Mastercard, Visa and American Express.

When completing the order process, the user is prompted to type his/her credit card number composed of 16 numbers, expiration date of the credit card and the last 3 numbers of the security code on the reverse of the credit card.

The amount of the payment may not exceed 1200€ with the CM-CIC payment method. Moreover, the Company solely accepts credit cards issued in countries admitted as delivery recipient countries by the Company.

According to the “3D Secure” security system available to Visa cards holders (“Verified by visa”) or Mastercard holders (“MasterCard SecureCode”) the Customer’s bank may ask for further authentication via an external bank webpage.

- Online payment via Paypal

The user may create a Paypal account to proceed with his/her payment or solely type his/her credit card number composed of 16 numbers, expiration date of the credit card and the last 3 numbers of the security code on the reverse of the credit card. For any Paypal payment, Paypal Terms of use apply. These Terms of use are available on <https://cms.paypal.com/fr/cgi-bin/>.

The payment is shown and made in Euros.

The Customer shall follow the transaction process developed on the Website. Transactions will be executed within a SSL secured environment (Secure Socket Layer).

The Company shall not be obligated to proceed with the delivery of the Products ordered by the Customer if he/she has not paid for the full amount of the purchase, within the aforementioned conditions.

Credit card payments are debited upon validation of the order, provided that authorization to debit has been obtained from relevant Payment Centres, otherwise the order shall not be taken into account.

Payments made by the Customer are considered valid and final upon receipt of the corresponding amounts by the Company.

Exceptionally, the Customer may ask to pay via bank transfer or cheque, by contacting the Customer Service by telephone to +33(0)298854737 (toll-free number, subject to change depending on operators), during working hours mentioned on the Website or through the contact page available [by clicking here](#). In that case, the order shall be despatched upon justification provided with a bank transfer order or evidenced registration in the Company’s account of the aforementioned amounts.

The Company reserves the right, in case of non compliance with the aforementioned payment conditions, to suspend or cancel the delivery of pending orders placed by the Customer.

No additional cost, superior to the costs incurred by the Company for the use of the payment method, shall be applied.

ARTICLE 6 – DELIVERIES

Products will be delivered to France, EU and Switzerland, within 15 days, to the delivery address indicated by the Customer when the order was placed, save in exceptional circumstances.

A delivery is deemed valid upon transfer to the Customer of the physical possession and control of the Product.

Delivery times factor in processing time of the order, preparation time and shipping time.

Delivery times are calculated from the receipt of payment and validation of the order by the Company. All delivery times are calculated in working days, provided the order has been validated by the Company.

Unless specifically stated, ordered Products are delivered in one parcel.

Orders are delivered through La Poste or any other independent carrier chosen by the Company.

The Company endeavours to deliver ordered Products within aforementioned deadlines. However these delivery times are solely indicative and potential non compliance with these deadlines does not entitle Customers to any kind of compensation, payment of damages, or justify deduction or cancellation of pending orders.

However, if the Products ordered are not delivered within reasonable time after the indicative delivery date, for any other cause than force majeure, the sale may be settled within the conditions laid down in article L. 138-2 and L-138-3 of the French Consumer Code. Amounts paid by the Customer will be refunded within fourteen (14) days upon receipt of the registered letter with acknowledgement of receipt terminating the contract, exclusive of any compensation or deduction.

The Customer may contact the Company by telephone to +33(0)298854737 (toll-free number, subject to change depending on operators) during working hours mentioned on the Website to track his/her order.

In case of special request of the Customer regarding packaging or shipping conditions of the ordered Products, agreed upon by the Company, costs will be separately invoiced, upon written acceptance of a prior quotation by the Customer.

When the Customer has contracted with a carrier of his/her choice, delivery is deemed valid when the Products ordered by the Client are delivered to and readily accepted by the carrier. The Customer recognizes the carrier's liability in the delivery.

When shipping outside metropolitan France the Customer is deemed responsible for the importation of the ordered Products. Any local tax, custom duties or any other benefit payable are at the sole expense of the Customer. The Customer is required to proceed with any formalities and authorisations required for the purchase and entry into the territory of the Products and check the Products compliance with local current regulations.

ARTICLE 7 – DELIVERY CHARGES

Delivery charges are calculated automatically when placing an order.

Gross weight, total amount, delivery zone and mode of transport of the order are factored in delivery charges applied by the Company.

The total amount of delivery charges appear on the purchase order confirmation.

Delivery charges include preparation and packing costs, stamping and shipping costs.

Delivery charges are to be paid for each order placed.

ARTICLE 8 – PROPERTY AND RISK TRANSFER

Property transfer of the Company's Products to the Customer is carried out with the delivery of these Products, previously paid for by the Customer.

The transfer of risks relative to the Company's Products to the Client is carried out when the Products are despatched to the carrier by the shipper. However, when the Company is in charge of the shipping of the sold Product, risk of loss or damage relative to this Product are only transferred to the Customer when he, or a third party appointed by him and other than the carrier proposed by the professional, physically receive the Product.

The Customer is required to check the state and conformity of the Products upon receipt. Any reservations must be written on the delivery slip presented by the carrier. In case of delivery at the Customer's house (in the mailbox or to an appointed third party) any anomaly must be notified, as soon as possible, to the Company Customer Service.

- By email;
- Or by telephone to +33(0)298854737 (toll-free number, subject to change depending on operators) from Monday to Friday, 9.30 am to 5.30 pm, except on bank holidays.

This notification must specify precisely the nature of the anomaly and a photograph must be joined. In case of non compliance with these conditions, the Company reserves the right to deny any claims relative to any anomaly.

ARTICLE 9 – RETURNS POLICY

The Customer has a right to return any Product purchased, without any justification or paying any penalty, within fourteen (14) working days following receipt of the Product, for exchange or reimbursement provided the Products are returned in their original package and in perfect condition, within fourteen (14) days at the latest following notification of the return to the Company.

When this fourteen days period expires on a Saturday, a Sunday or a bank holiday, this period is extended to the next working day.

Items must be returned complete, in their original packaging, including all components, original packaging, accessories or instructions, and purchase order, allowing these items to be set for sale as new. Damaged, dirty or incomplete items may not be taken back.

Returns may be carried out online through the return form available on the Website, in which case a written acknowledgement of receipt will be issued by the Company to the Customer.

For returns made within the aforementioned period, only the price of the Products purchased and first delivery charges will be refunded. Return charges are at the sole expense of the Customer. The Customer stays liable for any damage done to the returned Products until they are received by the Customer Service of the Company.

A return slip (available on the Website) and a copy of the purchase invoice must be joined to any return, after the Company has been duly informed of the return by email or telephone to +33(0)298854737 (toll-free number, subject to change depending on operators) from Monday to Friday, 9.30 am to 5.30 pm, except on bank holidays. In case of non compliance with these conditions, the Company do not accept responsibility for any refund delays or delivery issues.

Products must be returned to the following address: LE COMPTOIR IRLANDAIS, Customer Service, 16 rue des Glénan – ZI de Saint Eloi – 29800 PLOUEDERN.

Exchanges (within stock limits) and refund for returned Products shall be carried out by the Company as soon as possible and within fourteen (14) days at the latest following receipt. This refund is made through the same payment method used for the initial transaction or any other payment method agreed upon. Upon proposal made by the Company, the Customer may choose another payment method.

The Company will not refund any extra costs related to special delivery options chosen by the Customer and more expensive than the standard delivery option offered by the Company.

No in-store refunds will be made for online purchases.

In application of current legal dispositions, this return policy may not be exerted in case of:

- Delivery of goods and services with prices subject to fluctuations of stock market rates.
- Delivery of goods manufactured upon the Customer's specifications or personalized items, or goods that may not be re-despatched or prone to quick deterioration because of their very nature;
- Delivery of goods unsealed by the Customer after receipt or that may not be returned for hygiene or health reasons;
- Delivered goods that, because of their very nature and the shipment process, appear to be inseparably mixed with other items;
- Alcoholic beverages which delivery is delayed by thirty days and with a value reflecting market fluctuations;
- Delivered audio or video recordings or computer software unsealed by the Customer;
- Delivered newspapers and magazines;
- Delivery of digital content not provided on hardware and which execution has already started.

It is expressly agreed between the parties that for hygiene reasons, this return policy does not apply to textiles with removable labels and/or when unsealed, nor to visibly worn or washed garments, jewellery, food products and beverages that, by their very nature, may not be re-despatched or are prone to quick deterioration.

Returns policy does not apply to travel sales.

In any case, returned Products must be in saleable condition.

ARTICLE 10 – SPECIAL OFFERS AND VOUCHERS

To benefit from online or emailed special offers, a voucher code must be entered by the Customer in the corresponding box of the shopping bag on the Website. The Company does not accept responsibility for not applying the offer if the correct voucher code is not entered. Online vouchers codes are not valid in stores. Voucher codes may not be cumulated and do not apply to previously placed orders.

When a voucher code is applicable to several Products, the total value of the offer is divided proportionally between the Products. If an item or a part of the order is returned, the refund is made to the corresponding amount.

Voucher codes may be delivered to affiliated third parties via email, catalogue, social media or other advertising modes. The Company reserves the right to limit or modify the voucher codes terms of use.

Voucher codes may be used only once per Customer and only one voucher code may be used per transaction. If the Company is not able to accept a voucher code, the reason may be that it has expired or that the voucher code has been used too many times. Voucher codes may be suspended or withdrawn without prior notice, for any reason whatsoever. The Company then notifies the Customer of the unavailability of the discount when the order is placed.

Voucher codes may be subject to restriction and limited to a single use only for specific products or categories; when possible, details regarding the restriction are specified on the offer/voucher code.

Voucher codes may not be exchanged for cash or cumulated with other offers or vouchers codes.

When a voucher code is a percentage discount, this discount is not applicable to delivery charges.

When a voucher code entitles the Customer to a free delivery, the standard delivery mode applies, provided the order is below 10 kg. Orders over 10 kg imply additional delivery charges.

Voucher codes do not apply to items for sale, ongoing offers or destocking operations, unless otherwise indicated.

These terms of use may be modified by the Company at any time.

ARTICLE 11 – GIFT CARDS

Le Comptoir Irlandais gift cards are valid one year on the entire catalogue available on the website www.comptoir-irlandais.com, discounted items included.

You may use all or part of the gift card, through one or several orders. If you use only a part of your gift card, a new voucher code shall be issued and sent to you by email.

You may combine several gift cards to make a payment, or complete your payment via credit card following the Website payment methods.

If you lose your email document or PDF recap relative to your gift card you may contact us through your account or through the contact form and we shall email this information to you.

The gift card may not be refunded in cash, cheque or credit card.

The gift card does not apply on previously paid orders.

ARTICLE 12 – WARRANTY AND LIMITATIONS OF LIABILITY

In compliance with current regulations, Products delivered by the Company are covered by the legal warranty of conformity applying to defective, damaged products or Products that do not correspond to the order. Products are also covered by the legal warranty against hidden defects caused by defective material, design or manufacturing affecting delivered Products and rendering it unfit for use, according to the following terms and conditions detailed in this article and in the appendix of these Consumer Terms and Conditions.

The Company is liable for any conformity defects in regards to the contract in the conditions detailed in article L.211-4 and seq. of the French Consumer Code and any hidden defects of the sold item in the conditions detailed in article 1641 and seq. of the Civil Code.

The Company shall not be liable for any misuse, professional use, negligence or lack of or inadequate maintenance from the Customer, which may arise from normal use, or in the event of accidents or exceptional circumstances.

The warranty provided by the Company is limited to refund or replacement of defective or noncompliant Products.

To initiate a claim relative to a defective or noncompliant Product, the Customer must notify the Company as soon as the defects are discovered, via registered letter with acknowledgement of receipt sent to the following address: Le Comptoir Irlandais, Zone Industrielle de Saint Eloi – 16 rue des Glénan – 29800 PLOUEDERN, in compliance with the conditions specified by law.

After controlling the Products, the Products deemed defective shall be replaced or fixed at the Company's expense.

Delivery charges previously invoiced shall be refunded and return charges refunded upon presentation of shipping receipts.

The Products for sale on the Website comply with current French legal regulations. The Company shall not be liable in case of non compliance with recipient countries regulations. The Customer is required to check this compliance.

Photographs and illustrations provided as product information on the Website are not contractual and not legally binding.

The Customer is solely responsible for the choice, conservation and use of the Products.

The Company shall not be liable or be deemed in breach of the contract by reason of any delay or failure to perform any of its obligation in relation to the Products, if caused by a Customer, external parties, government action or by exceptional or unforeseen circumstances. In that regard, are considered force majeure cases or exceptional or unforeseen circumstances the following:

- Fires, floods or any other accident causing partial or complete destruction of the Company's or suppliers' stocks and supplies;
- Strikes or lock-outs carried out at the Company or at the suppliers without there being any need to identify the origin of the movement;
- Natural disasters, wars, pandemic diseases;
- Lack of driving power or raw material due to systemic and widespread issues such as transport breakdown, power interruptions, machine breakdown or supply interruptions imputable to the suppliers of the Company.

Likewise, the Company shall not be liable for any inconvenience, loss, damage or corruption of material and data arising from the use of the Website, or service interruption, external intrusion or presence of computer viruses.

The entire liability of the Company shall not exceed the total amount of invoiced Products, except as expressly provided in these conditions.

Besides, if the Products are bought by the Customer for professional use, the Company shall not be liable for any indirect damage, profit loss, operating loss or eventual costs that may occur.

To initiate a claim relative to the legal warranty of conformity, the Consumer:

- May act within a two-year period from the receipt of the good;
- May choose between replacement or repair of the good, subject to cost conditions specified in article L.211-9 of the French Consumer Code;
- Is exempted to prove the existence of a conformity defect in the six months following receipt. This period is extended to 24 months from March 18th 2016, except for second-hand goods.

The legal warranty of conformity is applicable irrespectively of the commercial warranty separately agreed upon.

It is notified that the consumer may initiate a claim relative to the legal warranty against hidden defects under the terms of article 1641 of the French Civil Code and choose, in that regard, between a settlement or discounted sale price in accordance with article 1644 of the Civil Code.

ARTICLE 13 – PERSONAL DATA PROTECTION

In application of the law n° 78-17 of January 6th 1978, it is notified that personal data transmitted to the Company is necessary to process orders and issue invoices.

Data processing through the Website has been declared to the National Commission for Data Protection and Liberties (CNIL-France) on the 31-04-2014 under the number 1739217 v 0.

The Customer has a right to access, change, correct or delete personal data by written request made to the Company, in accordance with current national regulations.

The Customer is informed that the Website is using cookies. A cookie is a digital file, stocked on the web user hardware that detects previous visits on the Website. The Company offers a user-friendly navigation by recording the web user browsing data and specifically account details on the Website www.comptoir-irlandais.com.

The Company notifies the web user of the possibility to block cookies by changing browser settings accessible via the “managing cookies” link available on the Website. The web user hence loses the benefits of a personalized web service.

As the banner pops out, the Customer hereby agrees to receive cookies by furthering his/her browsing on the Website.

The “managing cookies” link redirects to a page listing solutions to block all or part of the cookies. This page is accessible without any cookies being placed.

The web user is also notified that some pages on the Website may contain web tags that record the number of visitors on the Website and/or deliver useful data to the Company. These web tags may be used with specific partners of the Company, in order to measure and improve the quality of the service provided by the Website. In any case data collected through these web tags is strictly confidential and used only to gather statistics on the number of pages viewed and website audience, for quality purposes.

ARTICLE 14 – INTELLECTUAL AND INDUSTRIAL PROPERTY

The content of the Website is property of the Company and its partners. It is covered by international and French law relative to intellectual and industrial property, copyright and trademark.

Total or partial reproduction of this content is strictly prohibited and constitutes an infringement to trademark rights.

Likewise, any pictures, designs, logos, text written and other material of this Website are protected by copyright. Any reproduction or publication shall not constitute an endorsement by the Company to use any of the content part of the trademark and registered trademark of Le Comptoir Irlandais, and any use of this content constitutes an infringement to trademark rights.

The copying, modification, distribution, downloading, transfer, reproduction, or incorporation into any other work of part or all of the material available on this website in any form is prohibited and may not be performed without express written authorization previously issued by the Company.

Besides, the Company, its affiliates and/or contractors remain the sole respective owners of copyright, trademark and registered trademark of studies, designs, models, prototypes produced, even at the Customer’s request, for the purpose of providing customer services. The Customer is

expressly forbidden to use or copy any studies, designs, models and prototypes without express authorization from the Company who can make it conditional to financial compensation.

The Customer is notified that the Company is the sole owner of registered trademark “Le Comptoir Irlandais”, registered at the National Institute for Intellectual Property.

ARTICLE 15 – APPLICABLE LAW – LANGUAGES

As expressly agreed between the parties, these Terms and Conditions and orders are governed and covered by French law and regulations.

These Terms and Conditions are drawn up in French. If translated into one or several languages, only the French text shall be applicable if any litigation arises.

ARTICLE 16 – LITIGATIONS

Any litigation that may arise out of these Terms and Conditions and subsequent orders, relative to validity, interpretation, execution, cancellation, consequences and proceedings shall be submitted to competent French courts in accordance with ordinary law. In case of dispute arising with professionals and/or traders, Brest courts (France) shall have jurisdiction.

The Customer is notified that he/she may request conventional mediation or any other settlement if any litigation shall arise.

ARTICLE 17 – PRE-CONTRACTUAL INFORMATION – CUSTOMER’S AGREEMENT – LEGAL INFORMATION

When placing an order, the Customer hereby agrees to have read and understood these Terms and Conditions and any information specified in articles L111-1 to L111-7 of the French Consumer Code, in particular the following:

- Essential features of the offered services, adapted to the medium used and concerned services;
- Identity of the professional (corporate name, geographical address and telephone number) as well as information regarding its activities;
- Tax-included Product prices and related costs, or when the price may reasonably not be issued due to the very nature of the service, the calculation method of the price and related costs, or mention of the fact that additional charges may be payable;
- If the service or Product is not immediately delivered, the date on which it will be;
- If the case may be, payment methods, execution modalities and the date on which the Company shall deliver the service as well as information on related claim procedures;
- Information relative to legal warranty of conformity, existence and conditions of after-sale services and commercial guarantees, where applicable;
- Digital content functionalities and interoperability, where applicable;

- The possibility to request conventional mediation or any other settlement if any litigation shall arise;
- Information relative to the return policy and returns charges;
- The duration of the contract, where applicable, or if the contract is on a permanent or tacit renewal basis, as well as cancellation modalities and other important contractual conditions.

When placing an order on the Website, the Customer hereby recognizes and fully agrees to these Customer Terms and Conditions, which constitutes a waiver to claim the application of any contradictory document, deemed void by the Company.

In compliance with article L3342-1 of the French Public Health Code, selling alcohol to minors is prohibited. Anyone ordering alcoholic beverages must declare on honour to be over eighteen (18) at the date the order is placed.

It is notified that excessive drinking is dangerous for your health.

For your health, eat at least 5 fruits and vegetables a day.

For your health, practice regular physical activity.

For your health, avoid excessive fatty, over-sweetened or over-salted foods.

For your health, avoid snacking between meals.

www.mangerbouger.fr

APPENDIX: WARRANTY

9.1. Legal warranty provided by the Company

The Customer may, in any case, initiate a claim relative to legal warranty of conformity and legal warranty against hidden defects, as specified in the French Consumer Code and French Civil Code, and especially in the following articles:

- Article L.211-4 of the French Consumer Code: “the seller is required to deliver goods in conformity with the sales contract and has consequent liability for any lacking conformity”.

The seller is also liable for any defects and lacking conformity of the packaging, assembly instructions or installation when these are provided by contract or carried out under the seller’s responsibility.

- Article L.211-5 of the French Consumer Code: “To be in conformity with the contract, the good must be:
 1. In usable condition as usually expected from similar goods, and, if the case may be:
 - Match the description given by the seller and possess the qualities and features of the sample or model shown to the buyer;
 - Match the qualities that the buyer may reasonably expect from the good with respect to the public declarations of the seller, producer or its representatives, in particular the description contained in the advertisement or labelling;

2. Or present features previously agreed upon between the parties, or be suitable to any special requirements or use requested by the buyer, notified and agreed upon by the seller”;
- Article L211-8 of the French Consumer Code: “The buyer has a right to require the good to be in conformity with the contract. He may not question its conformity by invoking a defect he/she knew about or could not have been unaware of when agreeing to the contract. The same applies when the defect originates from the material provided by the buyer himself.”
 - Article L211-9 of the French Consumer Code: “In case of lacking conformity, the buyer chooses between either repairing or replacing the good.

However, the seller may not agree with the buyer’s choice if unreasonable costs are induced, much more expensive than the other option, in regard to the value of the good or importance of the defect. In that case, the seller is to proceed with the solution he elected.

- Article L211-10 of the French Consumer Code: “If reparation or replacement of the good is impossible, the buyer may return the good and get a refund or keep the good and get a partial refund”.

The same right may be exerted in the following cases:

1. If the solution being requested, elected or agreed upon in application of article L.211-9 may not be successfully carried out within one month following the request made by the buyer;
2. Or if this solution may not be carried out without major inconvenience to the buyer given the very nature of the good or intended use.

The sale may not be settled in case of minor lack of conformity.

- Article L211-12 of the French Consumer Code: “Claims may be initiated up to two years after the delivery of the good.”
- Article L211-13 of the French Consumer Code: “Dispositions contained in this article are not deemed a waiver of the privileges or rights of the buyer to initiate a claim out of unacceptable defects such as mentioned in articles 1641 to 1649 of the French Civil Code or any claim of contractual or extra-contractual nature recognized by law.”
- Article 1641 of the French Civil Code: “the seller is liable for the hidden defects rendering the good unfit for intended use, or diminishing the use to a point that the buyer would not have acquired it, or at a lower price, had he known about them.”
- Article 1648 paragraph 1 of the French Civil Code: “Claims initiated out of unacceptable hidden defects must be initiated within a two-year period following the discovery of the defect.”

9.2. Manufacturer’s warranty

Besides the legal warranty owed by the Company, some goods for sale on the Website may be covered by a manufacturer's warranty, with scope and duration attached to products and brands. In other words, commercial warranty is not ensured by the Company but directly by the manufacturer.

The Company invites the Customer to carefully review the instruction guide joined to the product and check the exact terms and conditions of the related manufacturer's warranty. This warranty may generally be found on the manufacturer's website.

The Customer is invited to contact the manufacturer, and not the Company, to claim any rights or privileges attached to the manufacturer's warranty.

In any case, the Company shall not be liable if the manufacturer rejects a warranty claim for the aforementioned reasons.

It is also notified that the manufacturer may reject warranty claims related to (the following list is given as guidance and shall not constitute any legal binding of the manufacturer to the Customer):

- Accessories and parts normally used that imply regular replacement: filters, batteries, lamps, overhead projector lamps, cables, knives or blades, etc.
- Data loss caused by computer failures, breakdowns due to computer viruses, addition of accessories or use of consumables not recognised by the manufacturer (blank CD/DVD, printer cartridges or paper, connection cables, vacuum cleaner bags...)
- Breakdowns or damages caused by mishandling;
- Improper use and non-compliance with the manufacturer instruction guide;
- Negligence, defective or non-compliant installation carried out by the Customer;
- Products or devices that have been tampered with;
- Damages caused by fires, accidents, floods, lightning, shocks, current fluctuation, oxidation, explosions, sand deposits or inappropriate use of the device;
- Damages caused by external factors (foreign material, insects, rodent, etc.);
- Use of the device to commercial, professional ends or collective use;
- Damages caused by intervention of non authorised repairers.