

NARS COSMETICS TERMS AND

Applicable as from September 18, 2018.

These general terms and conditions of sale (the "T&Cs") constitute a contract between (a) BEAUTE PRESTIGE INTERNATIONAL SA whose trading name is SHISEIDO EMEA, the exclusive distributor of the NARS brand in European Union ("NARS") and (b) any person (the "Client") wishing to purchase NARS cosmetics (the "Products") via the <https://www.narscosmetics.eu> e-commerce web site ("the Site").

BEAUTE PRESTIGE INTERNATIONAL whose trading name is SHISEIDO EMEA is a société anonyme with a share capital of 32.937.216 euros, registered with the Companies Registry of Paris under number 379 445 984 and with headquarters located in 56A rue du Faubourg Saint-Honoré, 75008 Paris.

Email: contact@narscosmetics.eu

Phone: 01 86 76 50 00

VAT number: FR90 379 445 984

Throughout these T&Cs, the Client and NARS shall be referred to jointly as the "Parties", and individually as a "Party". Please read these T&Cs carefully before you use the Site or place any order for a Product. By using the Site or purchasing any Products on the Site, the Client acknowledges having read and accepted these T&Cs without reserves. No signature on the part of the Client shall be required for this agreement to be valid. If you do not agree to these T&Cs you must not use the Site or purchase any Product.

Please note that the Products are sold through a selective retail network and are solely destined for the Client's own personal use. NARS will be entitled to refuse any order that does not clearly correspond to a retail sale.

Moreover, Clients are hereby informed that they may not order more than five (5) Products with the same reference. Orders exceeding the abovementioned quantity will be automatically rejected.

The Client's access to the Site is also governed by **the terms of use of the Site** as well as by the **Privacy Policy**, both of which are accessible on the Site.

Clients may record or print out these T&Cs, provided that they do not modify them without NARS' prior written agreement. Any terms which a Client may provide or attach to any order shall have no effect unless agreed in writing by NARS.

None of the special terms and conditions featuring in the documents issued by the Client (including their orders) may take precedence over these T&Cs without the prior express consent of NARS.

ARTICLE 1: SUBJECT-MATTER

These T&Cs set out the terms and conditions governing the online sale and the delivery of the Products by NARS to the Client, as well as the respective rights and obligations of the Parties arising from the online sale of the Products that are offered on the Site.

They set out for instance all the steps that must be taken to place an order.

ARTICLE 2: PRODUCTS

2.1. DESCRIPTION OF THE PRODUCTS

The Products available to purchase on the Site and their detailed descriptions (in the form of product data sheets) are shown on the Site to enable potential Clients to obtain

information about the key characteristics of the Products that they wish to buy before placing an order.

NARS shall use its reasonable endeavors to ensure that the visual depictions of the Products shown on the Site constitute faithful reproductions of the original Products. Nevertheless, given that NARS does not have full control over the colour rendering properties of the Client's computer hardware and software, NARS cannot be held liable for any inaccuracy of the photographs featuring on the Site.

Clients who have any question or require any advice concerning the Products and their use may contact our Customer Service unit:

- by sending an e-mail to contact@narscosmetics.eu

- by telephone on +442038

100750 (Monday to Friday from 8AM - 8PM (UTC+1)).

2.2 AVAILABILITY OF THE PRODUCTS

2.2.1. The Products sold by NARS are those featured on the Site on the day on which the Client accesses the Site, subject to availability.

NARS shall use its reasonable endeavors to report any permanent or temporary unavailability of its Products on the Site's information page describing each Product or at the time when a Client places their order.

2.2.2. Despite our vigilance, should a Product that is ordered not be available at the time of sending the order (such as due to a stock outage or if NARS no longer sells the Product), NARS will inform the Client about this as soon as possible by e-mail or phone and the Client will be entitled to:

- either receive the available Products only;

- or cancel the order in its entirety.

In the absence of a reply from the Client within 3 days from contact with NARS customer service, the order will be automatically sent with the available Products only.

A notification that the Product is unavailable may be issued at any point in time between the approval of the order and its delivery. Should the bank account / bank card of the Client already have been charged at the time of the cancellation, NARS undertakes to refund the entire value of the order to the Client as soon as possible if the order has been cancelled in its entirety, or the value of the unavailable Products (less delivery charges, if any), directly to the bank account / bank card that was used to pay for the order.

Where a page mentions free gifts or samples with a purchase, this is subject to availability.

An order shall not be cancelled in case of unavailability of free samples or gifts.

ARTICLE 3: PRICES

The prices of the Products shall be firm and shall be quoted in euros. The applicable prices shall be those that are displayed on the Site at the time when the Client places its orders.

Prices for Products are quoted including all taxes, excepted delivery costs. Delivery cost, (including any customs duty and other taxes and levies linked to the delivery) shall be listed separately in the Cart and shall be set out on the order summary prior to final approval and purchase by the Client. All cost shall be set out in the order confirmation e-mail sent subsequently to the Client.

The total price stated in the order summary and in the order confirmation e-mail covers all of the moneys billed to the Client, including all taxes and levies, delivery costs and customs duty.

The prices include VAT and any change in the statutory rate of this tax shall be reflected in the prices of the Products featuring on the Site, as of the date the new rate comes into effect.

Should the Client use a bank card tied to an account denominated in a currency other than the euro, the Client's bank may charge currency conversion costs and bank costs, which must be borne by the Client in full.

In case of an error in the price quoted for the Products at the time of the order, should the quote price be significantly low in comparison to the correct price, we will contact you to give you the option to either maintain your order while paying the right price, or to cancel your order.

ARTICLE 4: ORDERS

4.1. PLACING AN ORDER

By browsing the Site, Clients may obtain more information about the various Products that are on sale on the date of their visit. A Client who browses the various pages of the Site shall not be under any obligation to place an order.

When placing an order, Clients are guided to follow a series of straight-forward instructions featuring on the Site:

1. To place an order on the Site, a Client must be at least 16 years-old, have the legal capacity to be bound by these T&Cs and hold a payment method as defined in article 4.1 below.
2. When browsing the Site, a Client who wishes to place an order may do so by clicking on the Product or on the [QUICK SHOP] button, then clicking on the [ADD TO BAG] button located beside each Product shown; the Client's "Cart" shall then be displayed at the top right-hand-side of the screen, and shall list all the items that are included thus far in the order, the sum total to be paid for the Products (excluding delivery costs), as well as the product reference, picture and quantity of each item in the shopping cart. The Client may select further Products by continuing to browse the Site.
3. To see what items are contained in your shopping cart at any point in time, click on the [SHOPPING BAG] icon at the top right-hand corner of the screen. The shopping cart shall then be displayed on screen, showing all the items it contains, the total price to be paid, as well as the product reference, picture and quantity of the Products you have selected, the total price of the order and an estimate of the delivery costs which shall be confirmed at the next step of the order, depending on the country of delivery selected by the Client.

At this stage, the Client may change the colour (where available) or quantity of a Product, add it to his/her wish list or delete it from the cart. The sum total value of the order shall then be recalculated automatically.

Finally, the Client may also select free samples or gifts, insert a promotional code, contact the customer service or subscribe to the newsletter.

Clients should note that they may change their mind, modify their order, cancel it or add further Products at any point in time during the ordering process, until they confirm their order and pay for it, and in particular in accordance with the terms of this article and article 6.

In order to remove an item from the shopping cart, the Client must click on [REMOVE] on the right-hand side of the Product in the shopping cart. The sum total value of the cart shall then be recalculated automatically.

If the Client has a promotional code, the Client should insert it at this stage, before payment. In order to do so, insert the code in the [ENTER PROMO CODE] field

located at the bottom of your cart. Once you have clicked on [GO], the corresponding discount will automatically appear in your cart.

4. Once the Client has finished selecting the Products, the Client may order them from the shopping bag by clicking on the [CHECKOUT] button. At this point, a new web page shall be displayed, prompting you to login to your account or to continue as a guest.
5. At the next step, the Client must input the delivery address in the form that is displayed. You must provide an address to which deliveries may be made during working hours, Monday to Friday, as well as your full name and e-mail address. Once the form has been filled in, click on the [CONTINUE TO CHECKOUT] button.
6. At the next step, the Client must choose a payment method, provide banking or payment details and confirm the billing address (which may be identical or different from the delivery address). A summary of the order will then be displayed on the right-hand side of the screen, reiterating all the information concerning the order, including the type, quantity and the price of the Products, the sum total payable for the order (including delivery costs), your contact details, the delivery address and the billing address.
7. After checking the status of their order, Clients shall be prompted:
 - to pay for their order;
 - or to change the characteristics of their order and/or their contact details by clicking on the “go back” button or on the NARS logo in the Site’s header.

8. Before clicking on the [PAY MY ORDER] button, Clients are prompted to read and accept these T&Cs by ticking the appropriate box.

Once the Client accepts these T&Cs by ticking the box, and the clicks the [PAY MY ORDER] button, the Order Confirmation page shall be displayed. The data gathered by NARS shall be used as evidence for all the transactions performed by NARS and the Client.

Once this step has been confirmed, Clients shall no longer be able to cancel their orders and the sale shall be final (subject to the Clients’ right to withdraw in keeping with the terms of article 6 of these T&Cs and Clients’ statutory rights).

4.2. ORDER CONFIRMATION

Once the order has been confirmed by the Client and the payment has been approved in accordance with the procedures that are explained in article 6 below, a summary of the order placed by the Client, listing all the Products ordered shall be displayed, and an e-mail confirming the order shall be sent to the Client (the “Order Confirmation”).

The confirmation e-mail sent by NARS shall set out the following details:

- the order number allocated by NARS when the Client placed their order;
- the order summary (identification of the Product(s) ordered, the quantity and the price);
- the total value of the order, including all taxes;
- the delivery costs;
- The delivery procedure for the Product(s) ordered (delivery method),

The cost of the order (including delivery cost) will be taken when the Product(s) are dispatched. The Client shall thereupon receive an e-mail confirming the dispatch of their order.

Clients who require information regarding the status of their orders should log in to their account to follow their order status or contact our Customer Service unit in case of a problem by clicking [here](#) or on +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1)).

4.3 EVIDENCE OF THE ORDER

Clients are advised to print out and keep their Order Confirmation in order to retain a trace for their records.

NARS and the Client hereby agree that the information contained in electronic messages sent by e-mail and in the automatic archiving systems used by the Site shall have evidential value between the Parties, for instance regarding the nature and the date of an order. In accordance with the standard rules of law, the Clients may access the electronic contract formed between them and NARS. To do so, they should contact our Customer Service unit on +442038100750 (Monday to Friday, from) or send us an e-mail to contact@narscostmetics.eu, stating all the information needed for the procedure, and in particular their contact details and the order number.

In general, NARS recommends that Clients keep a copy of all the e-mails concerning their orders. The Client is hereby informed that e-mails shall be sent to the e-mail address provided by the Client. NARS shall not be liable in case of a typing error in the e-mail address provided by the Client resulting in the Order Confirmation e-mail not being received.

Moreover, NARS shall keep the information concerning any order worth 120 euros or over for a period of 10 years, said information being made available to the Client immediately upon receipt of a request sent by the latter to contact@narscostmetics.eu.

ARTICLE 5: RETENTION OF TITLE CLAUSE

NARS shall retain ownership of the Product(s) that are ordered until the Client shall have paid the full price thereof and all related costs, including the delivery costs.

Conversely, the risks linked to the Products that are delivered (such as the risk of loss, theft or damage) shall be borne by the Client at the time the Client or a third party designated by the Client takes physical possession of the Products.

ARTICLE 6: PAYMENT

6.1. METHOD AND MEANS OF PAYMENT

Payment must be made on the Site immediately at the time of placing the order, in euros and by bank card only (Visa, MasterCard, American Express). Any other method of payment shall not be accepted.

The Client undertakes to pay using only bank cards that it holds personally and that bear its name (family name and first name).

Should a Client use a bank card tied to an account denominated in a currency other than the euro, the Client's bank may charge currency conversion costs and bank costs, which shall have to be borne by the Client in full. Should the Client decide to return the Products, these costs shall not be refunded.

You hereby warrant to NARS that you hold all the requisite authorisations to use your chosen method of payment at the time of the approval of your order.

NARS shall have the right to cancel an order which has not been paid in full and the Client shall be informed of this by e-mail.

6.2 SECURE TRANSACTIONS

6.2.1 The order transaction shall be performed in keeping with all applicable banking security standards. In order to ensure the security of payments by bank card on the Site, Clients must disclose to NARS the security code (CVV) shown on the reverse of the bank card that they use to pay for their order.

The Client's bank card shall then be debited after checking that their order meets all the terms of these T&Cs, and that the item(s) ordered are available, at the time when they are dispatched.

6.2.2 NARS uses a secure payment platform called ADYEN.

As part of the ongoing campaign against fraud over the Internet, information concerning a Client's order may be transmitted to any third party that is duly empowered by law to check the identity of the Client, the validity of the order, the payment method used and the planned delivery.

Pursuant to these checks, NARS reserves the right to request a photocopy of the identity card of the Client and/or proof of address, in order to check the identity of the holder of the card used for payment. Clients shall have a right to access, object, amend and delete their personal data that is held by NARS. Clients shall also have a right to restriction of the processing and data portability. To learn more about these rights and how to exercise them, please read our [Privacy Policy].

Should the Client not respond to NARS's request for additional information within fifteen (15) days, the suspicious credit card order shall immediately be cancelled, and the bank account that was debited at the time of placing the order shall be refunded as soon as possible.

ARTICLE 7: DELIVERY AND RECEIPT

7.1. DELIVERY TERMS AND COSTS

The Products that are ordered may only be delivered in : Bulgaria, Cyprus (excluding Cyprus no UN buffer zone or Mount Athos), Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia and Sweden.

Once the order has been prepared, it will be dispatched to the postal address provided by the Client upon placing the order.

An e-mail will be sent to the Client when the order is dispatched.

Clients are advised to print out this e-mail in order to keep track of their order.

Clients shall then have the possibility to monitor the progress of their delivery on the Site by clicking on the "My account" link at the top of the screen, and keying in the e-mail address and password that they provided at the time of placing the order, or through the "order status" link available at the bottom of each page of the Site. The Product(s) ordered by the Client shall be delivered to the delivery address indicated in the order confirmation e-mail.

Delivery costs and timescales as of the dispatching of the order:

'Working day' means Monday through Friday, except bank or public holidays.

Shipping Method	Standard Shipping	
Country	Shipping Cost	Delivery Time (e time)
Austria	3,95 €	5 working days
Belgium	3,95 €	4 working days

Bulgaria	9,95 €	6 working days
Cyprus	9,95 €	10 working days
Czech Republic	9,95 €	5 working days
Denmark	9,95 €	5 working days
Estonia	9,95 €	6 working days
Finland	9,95 €	6 working days
France	5,95 €	4 working days
Germany	3,95 €	5 working days
Greece	9,95 €	8 working days
Hungary	9,95 €	5 working days
Ireland	5,95 €	5 working days
Italy	3,95 €	5 working days
Latvia	9,95 €	6 working days
Lithuania	9,95 €	6 working days

Luxemburg	3,95 €	4 working days
Malta	9,95 €	7 working days
Netherlands	3,95 €	4 working days
Poland	9,95 €	5 working days
Portugal	9,95 €	4 working days
Romania	9,95 €	6 working days
Slovakia	9,95 €	5 working days
Slovenia	9,95 €	5 working days
Spain	4,95 €	5 working days
Sweden	9,95 €	5 working days
UK	2,95 £	5 working days

Delivery is free for orders for 150 euros or above. Orders eligible to free delivery will be sent by standard delivery.

Given that the orders are delivered by a third party service provider, NARS hereby disclaims to the fullest extent permitted by law, all liability for the delayed performance or the improper performance of this obligation if this arises from the Client's own fault or from the unpredictable or impossible to prevent acts of a third party to the contract or from force majeure.

In any event, and in accordance with the provisions of article L. 216-1 of the French Consumer Code, the order must be delivered within thirty (30) days following the day after that on which the Client placed their order, subject to full payment of the price.

Should the order not have been delivered within this timeframe, the Client shall have the right to cancel their order in keeping with the terms of article 7.2 below. The moneys paid by the Client shall then be refunded.

7.2 LATE DELIVERY

The Clients must inform NARS about any delay in the delivery of their orders as soon as possible by calling the Customer Service on +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1)) or by sending an e-mail to contact@narscosmetics.eu in order to enable NARS to take the requisite steps with the postal or courier services involved.

Should NARS fail to deliver the Products within a reasonable period following the Client's email and at the latest thirty (30) days after the order, the Client may cancel his/her order by calling the Customer Service on +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1)) or by sending an e-mail to contact@narscosmetics.eu.

Once a Client has exercised their cancellation right, NARS shall refund the price of the order to the bank card that was used to place the order, as soon as possible and in any event within 14 (fourteen) days following receipt of the Client's request for cancellation. No partial deliveries shall be performed.

7.3 RECEIPT OF THE PRODUCTS

Each delivery shall be deemed to have been performed once the Client or a third party designated by the Client has taken physical possession of the Product(s), with signature of the delivery note where available.

It is the Client's responsibility to check that the Products that are delivered comply with the order and are in good condition when they are received.

In case of damaged or missing items, Clients must promptly notify their reservations (both quantitative and qualitative) fully and accurately to the carrier, on the carrier's form where available, and providing a reasonable level of detail.

In any case, the Client shall also promptly contact the Customer Service of NARS by sending an e-mail to contact@narscosmetics.eu.

Any claim raised in a way that does not comply with the requisite form, shall be rejected.

ARTICLE 8: RIGHT TO WITHDRAW AND RETURN POLICY

8.1. STATUTORY RIGHT TO WITHDRAW

In accordance with the provisions of article L. 221-18 of France's Consumer Code, the Client shall have a cooling off period of fourteen (14) working days as of the date of receiving the goods, during which they may return any Product(s) ordered that are not fully satisfactory.

The Product(s) must be sent back complete, in a new and unused state, in perfect condition and in their original packaging, according to the return procedure described in section 8.3 below or together with the withdrawal form shown below or an unambiguous declaration informing NARS that you want to return the Products, to the following address: contact@narscosmetics.eu.

Products must be returned without delay according to the procedure described in section 8.3 below.

However, in accordance with article L. 221-28 of France's Consumer Code, the Client shall be barred from returning the Product(s) and requesting a refund if the Product(s) were personalised on request, or if the Product(s) have been opened / unsealed by the Client and cannot be returned for reasons of hygiene (which is notably the case for cosmetics).

WITHDRAWAL FORM

A consumer wishing to withdraw from the contract should fill in the following form and return it together with the order number by email to contact@narscosmetics.eu – Tel no.: +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1))

I/we (*) hereby notify you about my/our (*) intention to withdraw from the contract covering the sale of the following goods (*) / the provision of the following services (*):

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in case of notification of this form in hard-copy form):

Date:

(*) Cross out as appropriate.

Subject to compliance with the return procedure described herein, NARS undertakes to refund all the moneys paid by the Client, including the normal delivery costs.

8.2 COST OF RETURNING THE PRODUCTS

In accordance with article L. 221-21-3 of the French Consumer Code, the cost of returning the Products shall be borne by the Client, save where the Products that were delivered do not comply with the order (in which case these costs shall be borne by NARS).

However, pursuant to section 8.3 below NARS offers to cover the cost of returning the Products even when the Client invokes his/her right of withdrawal.

8.3 THE RETURNS AND REFUND PROCESS

In order to return a Product the Client must follow the following steps.

STEP 1 – Contact Customer Service or login to your Client account

- You can contact the Customer Service team on +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1)) by e-mail to contact@narscosmetics.eu.
- You can also make a return request on the Site by connecting to your Client account.

STEP 2 – Return the Product(s)

If you are not entirely satisfied with your NARS order, you can initiate a return request up to 14 working days after receiving the Products and ask for a refund. The money shall be refunded through the same payment method as the one used for the order. You must return the Products in their original condition within 14 days after the day you notify your cancellation.

Please follow the following steps in order to return NARS Products:

1. Make an online return request by clicking on “Create a return” from the page detailing your initial order, accessible from your Client account. You can also click on “Order status” at the bottom of each page of the Site, if you do not have an account.
2. Once the return is created, print the return form from the confirmation page and put it in your parcel. Please note that this form is necessary for the processing of your return. (Our teams will not be able to process returns where this form is missing or where the order number is missing).
3. From the same page, print your prepaid return label.
4. From the same page, plan a meeting with our transporter (DHL), for the collection of your parcel.
5. Place the Products you wish to return in their original packaging where possible, or otherwise other suitable packaging and ensure that the parcel is correctly sealed.
6. Stick the prepaid return label on the parcel and ensure that no previous delivery label is still visible.
7. Give the parcel to our transporter (DHL) at the agreed meeting time.

You can also contact our customer service by phone on +442038100750 (Monday to Friday, from 8AM - 8PM (UTC+1)) or by clicking [here](#).

Please ensure that you obtain proof of sending when you return the Products to us. We recommend that you keep your proof of sending to cover for the unlikely event that we do not receive the returned parcel. We cannot accept any liability for Products being returned

that are lost in transit. You are advised to save your proof of posting/dispatch and tracking information until your refund has been processed. You will be responsible for the cost (unless you do not use the prepaid label) and risk of returning the Product(s).

As soon as we shall have received the Product(s) being returned, we shall check that they are in perfect condition.

If the Products are not eligible for return, we shall be under no obligation to accept the returned Products nor to issue you any refund. We shall not be liable for any delivery costs in returning the Products to you if we reject them. We will be notified of such and you will have 28 days for the recollection of the Product(s) at your expense.

STEP 3 – Processing of the refund

Moneys will be refunded using the same method originally used by you to pay for your purchase and within fourteen (14) days maximum following our receipt of the returned Products or, if earlier, the day on which we receive evidence that you have returned the Product(s) to us.

You will be refunded the price paid in full (subject to any deduction the we are entitled to make as set out herein), including the cost of standard delivery. However, you will not be refunded your cost of returning the Product(s) if you did not use the prepaid label. If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

You will receive a notification from our Customer Service team by e-mail informing you about the completion of your refund.

Our returns policy only applies to purchases made online on [the Site](#). We are not able to accept returns of Products bought in a partner store.

ARTICLE 9: STATUTORY WARRANTIES

9.1 STATUTORY COMPLIANCE WARRANTY

The French Consumer Code provides as follows concerning the statutory compliance warranty:

Article L. 217-4 of France's Consumer Code: "The seller must deliver goods that comply with the contract and is liable for any non-compliance upon delivery.

The seller shall also be liable for any non-compliance arising from the packaging, the assembly instructions or the installation if he is responsible for this under the contract or if it was carried out under his responsibility".

Article L. 211-5: "In order to comply with the contract, the goods must:

1. Be suited to the use that is normally expected from similar goods, and where applicable:
 - correspond to the description provided by the seller and have the properties that the latter presented to the buyer in the form of a sample or model;
 - feature the properties that a buyer can legitimately expect in view of the public declarations made by the seller, by the producer or by its representative, such as in advertising and on labelling;
2. Or feature the characteristics defined jointly by the parties or be suited to any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted."

Article L. 217-12: "Any claim for non-compliance is time-barred two years following the delivery of the goods".

When acting pursuant to the statutory compliance warranty, a Client:
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- has a timescale of two years following the delivery of the goods to take action;
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- can choose between repair or replacement of the goods, except if one option has a disproportionate cost, the professional shall opt for the least expensive option;
- is dispensed from having to prove the existence of the compliance defect in the goods during the six months following March 2016, save in the case of second-hand goods.

The statutory compliance warranty applies independently from any commercial warranty that may be in place.

Clients may decide to invoke the warranty against hidden defects in the thing sold as per the meaning of this term in article 1641 of the Civil Code. Should this be the case, they may choose between claiming the rescission of the sale or a reduction of the sale price in accordance with article 1644 of the Civil Code.

9.2 HIDDEN DEFECT WARRANTY

France's Civil Code provides as follows concerning the warranty against hidden defects:

Article 1641: "The seller is bound by a warranty against hidden defects affecting the thing sold that make it unfit for its purpose or that diminish its usefulness to such an extent that the buyer would not have bought it, or would have offered a lower price for it, had he known about them."

Article 1648: "Any claims for actionable defects must be brought by the purchaser within two years following the discovery of the fault. In the case mentioned in article 1642-1, the action must be brought within a year following the date on which the seller can be relieved from liability for visible defects or non-compliance of the goods, failing which this right shall be forfeited."

9.3 ACTIVATION OF THE STATUTORY WARRANTIES

Under the statutory compliance warranty, NARS undertakes, at the Client's discretion:

- Either to replace the Product with an identical Product depending on availability;
- Or to refund the price of the Product within thirty (30) days if it is not possible to replace the Product.

Under the statutory warranty against hidden defects, NARS undertakes, at the Client's discretion, and after assessment of the defect:

- Either to refund the price of the Product within thirty (30) days,
- Or to refund part of the price of the Product within thirty (30) days if the Client decides to keep the Product.

9.4 EXCLUSION FROM THE WARRANTIES

Products that are modified, repaired or otherwise altered by the Client and Products that are damaged due to improper use shall not be covered by the statutory warranties.

ARTICLE 10: LIABILITY IN RELATION TO THE SITE

NARS hereby disclaims liability for any inconvenience or damage arising from the Client's use of the Internet network, such as breakdowns of the service, external intrusions or the presence of computer viruses and unavailability of the Site due to maintenance operations, technical failures, force majeure events or any other circumstance beyond NARS's control.

NARS shall not be liable for non-substantial mistakes

NARS shall not be liable if the customer service is unavailable due to events beyond NARS's control, including in case of a technical failure, interruption of the telephone or internet networks, equipment failure etc.

Without prejudice to the other dispositions of these T&Cs and in particular section 9 on Statutory Warranties, NARS shall only be liable in case of a proven fault attributable to NARS and shall in any case limited to direct damages.

ARTICLE 11: CAPACITY

All Clients must be at least 16 years old and have the capacity to be bound by these T&Cs to place an order on the Site.

ARTICLE 12: PRIVACY

NARS's [Privacy Policy](#), which is available on the Site, forms part of these T&Cs. The Privacy Policy describes how NARS processes the Client's personal data it collects or which the Client provides when placing an order on the Site.

ARTICLE 13: FORCE MAJEURE

Neither Party shall be liable for the non-performance or improper performance of their obligations if this is due to an act of God or to the occurrence of an event constituting force majeure, as defined by case law, or for any delay or failure to deliver Products if the delay or failure is wholly or partly caused by circumstances beyond our control. Whichever Party is affected by these events must inform the other Party as soon as possible and in any event within five (5) working days following the occurrence of the event in question. The Parties shall consult one another as soon as possible in order to work out what to do about the order throughout the duration of the force majeure.

Should the force majeure last for more than one (1) month, each Party shall be entitled to terminate the agreement by registered letter with acknowledgment of receipt sent to the other Party, and NARS will refund any moneys paid by the Client in connection with that order.

ARTICLE 14: SEVERABILITY

Should one or more of the provisions of these T&Cs be considered invalid or be declared as such in application of a law or a regulation, or pursuant to a final ruling by a court or authority that has jurisdiction, the other provisions shall remain fully valid.

ARTICLE 15: LACK OF AN IMPLIED WAIVER

If either you or we do not enforce any part of these T&Cs, that party is not prevented from enforcing that part of these T&Cs at any other time.

ARTICLE 16: HEADINGS

In case of differences of interpretation between any of the titles of the articles and chapters and any of the actual terms of these T&Cs, the titles shall be deemed to be null and void.

ARTICLE 17: MAKING CHANGES TO THESE T&CS

NARS shall be entitled to modify these T&Cs at any point in time. Any new version of these T&Cs shall be announced in advance on the Site. The version that is published online on the Site shall always take precedence over all the other versions of these T&Cs. However, the applicable T&Cs are those accepted by the Client at the time of placing the order.

ARTICLE 18: INTEGRAL NATURE OF THIS AGREEMENT

These T&Cs and the order summary sent to the Client shall form a contractual whole comprising the entire agreement between the Parties.

ARTICLE 19: LANGUAGE

These T&Cs of the Site are here by drawn up in English.

The entire content of the Site is accessible in English.

ARTICLE 20: APPLICABLE LAW – SETTLEMENT OF DISPUTES

These T&Cs and the orders placed by the Clients shall be governed by French law.

Any dispute which may arise related to their validity, interpretation, or execution and which has not been settled amicably by the parties shall be submitted to the Courts of Paris (France).

A Client may also file a request for mediation on the European consumer disputes settlement platform, at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>.