

GENERAL PUBLIC TERMS AND CONDITIONS OF SALE

LAFONT SAS

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LAFONT SAS, a simplified joint-stock company, with a capital of 902,896 euros, registered with the Paris Trade and Companies Register under number 950041707, whose head office is located at 33 Boulevard du Général Martial Valin, 75015 Paris, with intra-community VAT number FR 32950041707 (hereinafter referred to as "LAFONT SAS"), operates a website available at the address (hereinafter referred to as the "Site").

Email: hello@lafont.com

Mail: LAFONT SAS, 33 Blvd du Général Martial Valin, 75015 Paris

Article 1: Definitions

In the context of these general terms and conditions of sale, the following terms have the meanings defined below, whether used in the singular or plural:

"Client": refers to any user, a natural person and consumer, who has purchased one or more Products through the Site.

"General Terms and Conditions of Sale": refers to these general terms and conditions of sale defining the conditions and modalities for the sale and supply of Products by LAFONT SAS to the Clients mentioned above.

"Personal Account": refers to the account that every Client has to place an order and access services, including the personal data necessary for LAFONT SAS to provide the products and services provided herein. To access it, the Client must activate it; this is not automatic when ordering.

"Order": refers to the process whereby the Client selects the Products they wish to purchase.

"Contract": refers to these General Terms and Conditions of Sale, the Personal Data Protection Policy, and any specific conditions applicable to certain promotional operations. Accordingly, the Client waives the right to rely on any contradictory document that would oppose the Contract, making it unenforceable against LAFONT SAS.

"Personal Data": refers to any information relating to an identified or identifiable natural person, directly or indirectly.

"LAFONT SAS": refers to the company LAFONT SAS, a simplified joint-stock company with a capital of 5,000 euros, whose head office is located at 33 Blvd du Général Martial Valin, 75015 Paris, registered with the Paris Trade and Companies Register under number FR 32950041707, which offers and sells Products to Clients.

"Parties": refers jointly to LAFONT SAS and the Users of the Site.

"Products": refers to the cosmetic products under the LAFONT SAS brands offered and supplied by LAFONT SAS to the Clients;

"Services": refers to the online sale of Products through the Site;

"User": refers to any natural person on the Site, whether they are a Client or not.

Article 2: Purpose of the GTC and the current version

2.1. These General Terms and Conditions of Sale (hereinafter "GTC") are intended to (i) define the conditions under which Users can access the Site, Services, and place Orders, (ii) manage the relationships between LAFONT SAS and Users.

2.2. They apply between LAFONT SAS and any User of the Site. Any User of the Site agrees to comply, without restriction or reservation, with these GTC, whether they visit it or place an Order. The GTC are notified to Users for acceptance prior to any Order on the Site. In any case, the fact that the User continues to use the Site after being informed of the modification

of the GTC implies acceptance of the modifications by the User.

2.3. LAFONT SAS is free to modify, at any time and without notice, these GTC, particularly to take into account any legal, jurisprudential, and/or technical developments. To be informed of any such changes, LAFONT SAS advises Clients and generally all Users to regularly review the GTC, the Personal Data Protection Policy, and the Legal Notices of the Site. The General Terms and Conditions of Sale applicable to the Order are those accepted by the Client at the time of placing the Order. Moreover, the refusal of the new General Terms and Conditions of Sale must be explicit; without explicit manifestation of will before the new provisions come into effect, the Client will be deemed to have accepted the modifications.

2.4. The User declares that they have obtained from LAFONT SAS, prior to their Order, all necessary information about the Services and their content. They declare that they are solely responsible for the choice of Services.

2.5. The User must be a duly represented legal entity or an adult natural person with the legal capacity to subscribe to the Services offered by LAFONT SAS. Otherwise, they must have the authorization of their legal representative to subscribe to the Services, which they expressly acknowledge and accept.

Article 3 – Personal Account and Order

3.1 Placing the Order To place their Order, the Client enters the necessary data and orders the Products of their choice. The description of the Products is available to the Client on the Site, which the Client accepts and acknowledges. Once the Order is finalized, the processing of the Order is confirmed by LAFONT SAS by sending an email to the address indicated for the creation of the personal Account. Once this step is validated, the Client can no longer cancel their Order. The sale will be final (subject to the exercise by the Client of their right of withdrawal under the conditions provided in Article 9 of these General Terms and Conditions of Sale). LAFONT SAS will send the Client an order summary to the address provided during the creation of their personal Account. The Client can save or print their invoice.

3.2 Deletion of the personal Account (i) Deletion of the personal Account at the Client's initiative The Client can delete their personal Account at any time by contacting customer service at hello@lafont.com. (ii) Suspension/Deletion of the personal Account at LAFONT SAS's initiative. In case of non-compliance with the obligations arising from these GTC, payment incidents for the price of an Order, provision of incorrect information during the creation of the Account, or acts likely to harm the interests of LAFONT SAS, LAFONT SAS reserves the right to request explanations from the Client by email, to suspend the Client's personal Account while awaiting explanations and/or to terminate the subscription taken out by the Client, without compensation or right to a refund, within 15 days from the sending of a notice by email to the Client, without prejudice to LAFONT SAS's right to seek judicial redress for any damages and interests in compensation for its entire prejudice. LAFONT SAS also reserves the right to refuse to contract with a Client who has been excluded or sanctioned for such actions.

Article 4 – Price of Services and payment

4.1 The price of the Services listed on the Site is indicated in euros, excluding taxes and all taxes included. The applicable price is the one in force at the time the Order is placed by the Client.

4.2 Delivery charges: The Client acknowledges and agrees that the price indicated on the Site does not include the delivery charges for the Products, which are billed in addition to the sale price depending on the amount of the Order. The shipping costs will be specified inclusive of all taxes and must be accepted by the Client when placing the Order.

4.3 The payment for the Products by the Client is made by credit card via the secure platform of the payment service provider STRIPE, which the Client expressly acknowledges and accepts. The Client guarantees to LAFONT SAS that they are fully authorized to use the credit card for the payment of their Order. LAFONT SAS cannot be held responsible for any fraudulent use of the credit card used for the payment of the Services by the Client. The payment terms are specific to the payment service provider STRIPE's platform, and are

independent of LAFONT SAS, which in no way intervenes. in the use of the said service. All conditions and terms related to payment via the STRIPE payment solution are governed by the General Terms of Use of this service, accessible at <https://stripe.com/fr/legal>, which apply concurrently with these GTC. LAFONT SAS does not store any banking information of the Client, subject to the provisions below. LAFONT SAS cannot be held responsible for any malfunction occurring on the STRIPE payment platform. As part of the services offered by STRIPE, LAFONT SAS is considered the data controller for personal data collected within the framework of these terms. STRIPE acts as a data processor, in accordance with applicable legal and regulatory provisions. By accepting these terms, the Client also agrees to be bound by STRIPE's General Terms of Use. These may be modified solely by STRIPE. Indeed, it is specified that LAFONT SAS cannot, under any circumstances, modify STRIPE's General Terms of Use, as it is exclusively a service provider over which LAFONT SAS has no control.

Article 5: Delivery of Ordered Products

5.1 Products ordered on the Site are delivered exclusively within Europe.

5.2 Ordered Products will be delivered to the address indicated by the Client during the order or the creation of their personal Account on the Site, LAFONT SAS commits to delivering the Products within a maximum period of 30 (thirty) days from the email confirmation of the Order sent to the Client by LAFONT SAS. Delivery times exclude Sundays and public holidays.

5.3 However, the Client acknowledges that LAFONT SAS uses external service providers (carriers, postal services, etc.) responsible for delivering the parcels containing the Products. Therefore, the delivery times indicated on the Site may be impacted by these service providers without LAFONT SAS being responsible for these delivery delays and their potential consequences.

5.4 In case of failure to deliver by the specified date or period, or, failing that, no later than 30 (thirty) days from the email confirmation of the Order, subject to the provisions of Article 5.3 above, the Client may instruct LAFONT SAS, in writing to hello@lafont.com, to make the delivery within an additional reasonable period. If LAFONT SAS has not fulfilled the delivery within this new period, the Client may request in writing the cancellation of the Order, which will be effective upon receipt of the written notice. In this case, the bank account used by the Client when placing the Order will be credited by the payment provider STRIPE with the amount unduly received.

5.5 Furthermore, it is expressly agreed that in the event LAFONT SAS is unable to deliver a Product under the conditions provided herein due to a failure by one of its Suppliers (such as delivery delays, non-conformity of the Order), the Client will be informed by LAFONT SAS as soon as possible by any means. In this case, the Client will not be charged for the amount of the concerned Product, or will be refunded within 14 (fourteen) days. Therefore, the liability of LAFONT SAS is limited to the amount of the Product ordered by the Client.

Article 6: Personal Data

LAFONT SAS is committed to respecting the privacy of each of its Clients and Users. All data communicated through the Site is processed in accordance with Regulation No. 2016-679 of April 27, 2016, relating to the protection of individuals with regard to the processing of personal data and the free movement of such data. In accordance with the Regulation, each User has the right to be forgotten, to access, modify, rectify, delete, transfer data, object, complain, and delete their data. To exercise these rights, the User must send a request to the following address: LAFONT SAS – 33 bd du général martial valin 75015 Paris, or by email at hello@lafont.com, providing proof of identity. In case of a dispute, the User has the right to contact a supervisory authority. All information concerning the processing implemented, the data collected, the recipients of the data, and the rights you have regarding your data are available in our Personal Data Protection Policy.

Article 7: Legal Guarantees

In accordance with the provisions of the Consumer Code, Products sold on the Site are covered by legal guarantees, namely the conformity guarantee (Articles L.217-4 and following of the Consumer Code) and the hidden defects guarantee (Articles 1641 and following of the Civil Code), allowing Clients to return defective and non-conforming Products free of charge.

7.1 Guarantee against hidden defects The Civil Code provides that: Article 1641 of the Civil Code: The seller is liable for hidden defects in the item sold that render it unfit for its intended use, or that so diminish its use that the buyer would not have acquired it, or would have paid a lower price for it, had they been aware of them. Article 1644 of the Civil Code: In the cases of Articles 1641 and 1643, the buyer has the choice of returning the item and getting a refund of the price, or keeping the item and getting a partial refund of the price. Article 1645 of the Civil Code: If the seller knew of the defects in the item, they are liable, in addition to refunding the price received, for all damages towards the buyer. Article 1646 of the Civil Code: If the seller was unaware of the defects in the item, they are only required to refund the price and reimburse the buyer for the expenses incurred due to the sale. Article 1648 of the Civil Code: The action resulting from redhibitory defects must be initiated by the buyer within two years from the discovery of the defect. In the case provided for by Article 1642-1, the action must be initiated, under penalty of foreclosure, within one year from the date on which the seller can be discharged from apparent defects or non-conformities. Under the legal guarantee against hidden defects, LAFONT SAS, according to the Client's choice, agrees, after assessment of the defect, either:

- to refund the Client the total price of the Product concerned;
- to refund a part of the price of the Product if the Client decides to keep it.

7.2 Legal Guarantee of Conformity The Consumer Code provides that: Article L. 217-4: The seller is required to deliver a product that conforms to the contract and is liable for any lack of conformity existing at the time of delivery. They are also liable for any lack of conformity resulting from the packaging, assembly instructions, or installation when this has been charged to them by the contract or carried out under their responsibility. Article L. 211-5: To conform to the contract, the product must:

1) Be suitable for the use usually expected of a similar item and, where applicable: Correspond to the description given by the seller and have the qualities that the seller has presented to the buyer in the form of a sample or model; Have the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer, or their representative, especially in advertising or labeling;

2) Or have the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the seller's knowledge and accepted by them.

Article L. 211-12: The action resulting from the lack of conformity is prescribed by two years from the delivery of the product. Article L. 217-7 of the Consumer Code: Defects of conformity that appear within twenty-four months from the delivery of the product are presumed to exist at the time of delivery unless proven otherwise. For second-hand goods, this period is set at six months. The seller can rebut this presumption if it is not compatible with the nature of the product or the lack of conformity invoked. Article L. 217-8 of the Consumer Code: The buyer is entitled to demand the conformity of the product to the contract. However, they cannot contest conformity by invoking a defect that they knew or could not ignore when contracting. The same applies when the defect originates from materials they themselves supplied. Article L. 217-9 of the Consumer Code: In the event of a lack of conformity, the buyer chooses between the repair and the replacement of the product. Article L. 217-9 of the Consumer Code: However, the seller may not proceed according to the buyer's choice if this choice leads to a cost that is manifestly disproportionate to the other method, considering the value of the good or the importance of the defect. They are then required to proceed, unless impossible, according to the method not chosen by the buyer.

Article L. 217-10 of the Consumer Code: If repair and replacement of the good are impossible, the buyer can return the good and receive a refund or keep the good and receive a portion of the price back. The same option is available to them:

- 1) If the requested, proposed, or agreed-upon solution under Article L. 217-9 cannot be implemented within a month following the buyer's claim;
- 2) Or if this solution cannot be implemented without major inconvenience to them, considering the nature of the good and the use they seek. The sale cannot be rescinded if the lack of conformity is minor.

Article L. 217-11 of the Consumer Code: The application of the provisions of Articles L. 217-9 and L. 217-10 occurs at no cost to the buyer. These provisions do not prevent the allocation of damages and interest. Article L. 217-12 of the Consumer Code: The action resulting from the lack of conformity is prescribed by two years from the delivery of the good.

- 1) When acting under the legal guarantee of conformity, the Client: Has two years from the delivery of the good to act; Can choose between repairing or replacing the good, subject to the cost conditions set out in Article L. 217-9 of the Consumer Code; Is exempt from proving the existence of the lack of conformity of the good within twenty-four months following the delivery of the good, except for second-hand goods.
- 2) The Client can decide to implement the guarantee against hidden defects of the sold item within the meaning of Article 1641 of the Civil Code. In this case, they can choose between rescinding the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code and must act within two years from discovering the defect. Products that have been modified, repaired, integrated, or added by the Client are excluded from the guarantee. The guarantee does not apply to apparent defects. The guarantee does not cover products damaged during transport or due to improper use by the Client.

Article 8: Right of Withdrawal

8.1 In accordance with Article L. 221-5 and Articles L. 221-18 and following of the Consumer Code, the Client is informed that they have a period of 14 (fourteen) full days to withdraw, without having to justify their decision, from the receipt of the Product ordered on the Site. The day of receipt of the Product is not counted in the 14 (fourteen) day period; the period starts running from the beginning of the first hour of the first day and ends at the expiry of the last hour of the last day of the period; if the period expires on a Saturday, Sunday, or a public holiday, it is extended until the next working day. After this period, no withdrawal requests will be processed by LAFONT SAS.

8.2 The Customer who exercises their right of withdrawal must request the withdrawal form at the following address: hello@lafont.com The Customer may also decide to inform LAFONT SAS of their decision to withdraw by sending a clear statement expressing their intention to withdraw, by post to the following address: LAFONT SAS - 33 bd du général martial valin 75015 Paris or by email to hello@lafont.com The content of the withdrawal notification could be as follows: "Attention LAFONT SAS - 33 bd du général martial valin 75015 Paris, hello@lafont.com: I hereby notify you of my withdrawal from the contract for the purchase of the Product [to be completed] ordered on [to be completed] on the website <https://www.lafont.com> received on [to be completed], in the name of [to be completed], at the address [to be completed]. Signature and date."

8.3 If the Customer exercises their right of withdrawal, the Products must be returned in their original packaging and condition. Any incomplete, damaged, or opened packaging Products will not be accepted for return, exchange, or refund. The Products must be returned to LAFONT SAS at the following address: LAFONT SAS, 33 bd du général martial valin, 75015 Paris France. In accordance with Article L. 221-23 of the Consumer Code, return costs remain the responsibility of the Customer or the recipient of the Order if the latter exercises the right of withdrawal.

8.4 In accordance with Article L. 221-28 of the Consumer Code, the Customer is informed that the right of withdrawal cannot be exercised for orders including: The supply of goods that have been unsealed after delivery and that cannot be returned for reasons of hygiene or

health protection; The supply of goods made to the consumer's specifications or clearly personalized. Return shipping costs are the responsibility of the customer; the return address is then LAFONT SAS, 33 bd du général martial valin, 75015 Paris France.

8.5 If the Products are eligible for the right of withdrawal, LAFONT SAS will reimburse the Customer for all sums paid, including any delivery costs, without undue delay and no later than 14 (fourteen) calendar days from the date on which it is informed of the Customer's decision to withdraw. Notwithstanding the foregoing, and in accordance with the provisions of Article L.221-24 of the Consumer Code, LAFONT SAS may postpone the reimbursement or until the Customer provides proof of dispatch of the relevant Product, with the date of the first of these events being retained. The refund will be made by crediting the amount debited to the Customer's credit card account. In case of delay in reimbursement, the amounts due are automatically increased under the conditions provided for in Articles L.242-1 and following of the Consumer Code.

Article 9: Limitation of Liability

9.1 LAFONT SAS declines all liability for damages of any kind, resulting in particular from the use of the Products, including damage to the reputation and image of the Customer, or loss of data that may occur as a result of the use of the Site. In the event that the liability of LAFONT SAS should be established and retained due to harm suffered by the Customer and exclusively attributable to LAFONT SAS, it is limited to the amount of the Order paid by the Customer to LAFONT SAS.

9.2 The User acknowledges that their use of the Site is at their own risk. The Site is provided "as is" and is accessible without any guarantee of availability and regularity. LAFONT SAS will make its best efforts to make the Site accessible 24 hours a day, seven days a week, except in cases of force majeure or events beyond the control of LAFONT SAS and subject to maintenance periods, possible breakdowns, technical incidents related to the nature of the network or malicious acts or any damage to LAFONT SAS's hardware or software.

9.3 LAFONT SAS cannot in any case be held liable for an interruption of all or part of the Site, regardless of the cause, duration, or frequency of such interruption.

9.4 The Site has the necessary technology for its access and use as of today; however, the presence of potential viruses or other harmful elements introduced by any means or by any third party that could cause alterations in the User's computer systems cannot be excluded. LAFONT SAS provides no warranty, either express or implied, regarding the operation of the Site, including any technical issues that may arise. LAFONT SAS reserves the right to modify, at its discretion and unilaterally, at any time and without prior notice, the configuration of the Site, the services or contents offered, as well as the right to eliminate, limit, suspend or prohibit access, temporarily or permanently.

9.5 LAFONT SAS's liability under these Terms and Conditions shall not be incurred in the event of non-performance of its obligations attributable to the act of a third party, even if foreseeable, the fault of the Customer, or the occurrence of force majeure events as defined by French courts and Article 1218 of the Civil Code, or any other event that has not been reasonably under the exclusive control of LAFONT SAS. It is agreed that in the event LAFONT SAS's liability is questioned, regardless of the basis and/or nature of the action, only direct are eligible for compensation. Therefore, any indirect, consequential, and/or incidental damages, such as commercial disturbance, loss of clientele, etc., shall not entitle the User to compensation.

9.6 The Customer agrees to use the Products strictly in accordance with the provided instructions for use. Therefore, LAFONT SAS cannot be held responsible for any misuse of the Products by the Customer or a third party.

Article 10: Use of the Site / User Obligations

10.1 The User agrees to comply with the laws applicable to the use of the Site. The User agrees not to make discriminatory, racist, xenophobic, anti-Semitic statements, nor insults, abuse, or other violent or pornographic remarks, nor to publish content contrary to public order or morality, whether on their Personal Account or on Orders placed online by

Customers. The User also agrees not to use the Site for promotional purposes.

10.2 The User agrees not to attempt to interfere with the operation of the Site or LAFONT SAS. LAFONT SAS cannot be held responsible for any incompatibility, malfunction, or other technical issues between the use of the Site's services and the User's computer equipment. The User is solely responsible for protecting their computer equipment against any risk of contamination by viruses, intrusion attempts, etc.

10.3 In general, the User agrees to behave fairly towards LAFONT SAS.

10.4 By accepting these GTC, the User warrants that they have all necessary permissions to place an order on the Site. Failure to do so releases LAFONT SAS from any liability in this regard.

10.5 When creating their online Personal Account on the Site, the User agrees to provide true, accurate, up-to-date, and complete information about their identity. The User agrees to immediately update the information they provided during the creation of their Personal Account in case of any changes. Users are reminded that Article 226-4-1 of the Penal Code punishes identity theft with one year imprisonment and a fine of €15,000. If a User discovers any facts constituting identity theft on the Site, they must immediately inform LAFONT SAS at the following address: hello@lafont.com The User is solely responsible for the use made of their Personal Account and for protecting their login credentials and passwords. Any identity theft, loss, misappropriation, or unauthorized use of a User's credentials and/or Personal Account and their consequences are solely the User's responsibility. In all cases mentioned above, the User must notify LAFONT SAS immediately by email, providing their full name, postal code, city, date of birth, phone number, email address used for their Personal Account, and if possible, their previous password, at the following address: hello@lafont.com, to allow LAFONT SAS to take measures to remedy the situation, including canceling and/or immediately updating the affected identifier and/or password. Misuse of this reporting facility may result in liability for the abuser.

10.6 The use of the services offered by LAFONT SAS is prohibited for minors and persons lacking the capacity to contract, or lacking authorization from a legal guardian or curator.

10.7 In case of knowledge of manifestly illegal actions by a User and/or in case of violation of the provisions of these GTC and/or any legal or regulatory obligations, LAFONT SAS may immediately, without notice or compensation, delete, suspend, or postpone any relevant Order and/or suspend or terminate the User's Personal Account and deny them access, temporarily or permanently, to all or part of the Site. LAFONT SAS reserves the right to pursue before the competent judicial authorities any use of the Site that does not comply with these GTC.

Article 11:

Intellectual Property Without being exhaustive, the trademark "LAFONT SAS" and its derivatives, logos, graphic charter, layout, information, presentation, and content of the Site are the exclusive property of LAFONT SAS. The systems, software, structures, infrastructures, databases, and content of any kind (texts, images, visuals, music, logos, trademarks, databases, etc.) related to the Site are also protected by all intellectual property rights or rights of database producers in force, of which LAFONT SAS is the sole owner or holder of rights. Any disassembly, decompilation, decryption, extraction, reuse, copying, and more generally, any acts of reproduction, representation, distribution, and use of any of these elements, in whole or in part, without the authorization of LAFONT SAS, are strictly prohibited and may be subject to legal proceedings. Any total or partial reproduction or representation of the Site or its components, such as trademarks, logos, graphic charter, layout, information, presentation, and content of the Site, without limitation, is prohibited. Registration on the Site does not transfer any intellectual property rights to the User. LAFONT SAS grants the User a right of access and consultation of the Site only, under the conditions and terms set forth in these GTC.

Article 12: Miscellaneous Provisions

12.1 Partial Invalidity If one or more provisions of these GTC are held to be invalid or

declared as such under any law, regulation, or final decision of a competent court, the remaining provisions shall remain in full force and effect.

12.2 Non-waiver The fact that one of the Parties does not invoke a breach by the other Party of any of the obligations under these GTC shall not be interpreted for the future as a waiver of the obligation in question.

12.3 Mediation In case of dispute regarding an Order, the Customer must first contact LAFONT SAS to find an amicable solution, by email at hello@lafont.com If no amicable solution can be found, the Customer may appeal to the Centre for Mediation and Arbitration of Paris (CMAP) within one year following the Customer's last approach to LAFONT SAS. For more information, the Customer can visit the Site at the following address:

<http://www.cmap.fr>. Mediation can only be initiated after the Customer has made prior written attempts with LAFONT SAS. Furthermore, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has established an Online Dispute Resolution platform, facilitating independent, out-of-court resolution of disputes online between consumers and professionals within the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

12.4 Applicable Law and Jurisdiction **12.4.1** These GTC are governed by French law, unless otherwise required by mandatory provisions. **12.4.2** In the absence of an amicable settlement and regardless of the origin of the conflict, disputes concerning the execution or interpretation of these GTC shall be submitted to the competent courts, according to the legal and regulatory provisions in force, including Article R.631-3 of the Consumer Code and Article 46 of the Code of Civil Procedure. For all useful purposes, it is specified that the time limits for judicial action are not interrupted during the period in which an amicable solution is sought or mediation is requested."