

## GENERAL TERMS AND CONDITIONS FOR DISTANCE SELLING

### Preamble

Christian Dior Couture (hereinafter "**Christian Dior Couture**") creates, designs and distributes worldwide haute couture and ready-to-wear items, fashion accessories, shoes, leather goods, luxury jewelry for both men and women, home décor and design items, in particular those bearing Christian Dior Couture labels, such as: Christian Dior, Dior, Baby Dior, CD (together, the "**Christian Dior Couture Items**").

In order to better meet the expectations of its customers, in addition to the boutiques it operates and its selective distribution network, Christian Dior Couture has set up a phone service system and an electronic (Internet) system for the distance selling of a selection of Christian Dior Couture Items (hereinafter the "**Item(s)**").

These general terms and conditions of sale are those of Christian Dior Couture, a public limited company (*société anonyme*) with a share capital of 290,055,840 euros, whose registered office is located at 30 avenue Montaigne, 75008 Paris, France, registered in the Paris Trade and Companies Register under number 612 035 832 - Telephone: +44 (0)20 7172 01 72 ; Fax: +33 (0)1 40 73 73 74; Email address: [contactdioreu@dior.com](mailto:contactdioreu@dior.com); VAT FR 37 612035832.

### Article 1 - Scope and Acceptance of the General Terms and Conditions of Sale

These general terms and conditions of sale are applicable to all purchases of Items concluded at a distance:

- 1) by phone via the customer service department set up by Christian Dior Couture, accessible via the number referred to in Article 2.1 below (hereinafter "**Customer Service**");
- 2) via the Christian Dior Couture website identified by the domain name "[www.dior.com/en\\_sl](http://www.dior.com/en_sl)" (hereinafter the "**Site**").

The Items are intended to be sold exclusively to end buyers who are natural or legal persons, acting exclusively for their personal needs and not directly related to a commercial activity, excluding any resellers or intermediaries acting on behalf of resellers (hereinafter the "**Customer(s)**"). Therefore, the Customer affirms that he/she is acting as a consumer and that he/she does not intend to resell the Items for commercial purposes. He/she also certifies that he/she has the legal capacity to enter into the commitments provided for in these general terms and conditions of sale.

Christian Dior Couture may at any time update and modify the general terms and conditions of sale. The conditions applicable to the sale of an Item by a Customer are those in effect at the time of the conclusion of the contract of sale. With each purchase of an Item on the Site, you will be asked to indicate your acceptance of the general terms and conditions of sale in effect by ticking the box "I accept Christian Dior Couture's general terms and conditions of sale". They will be available for viewing before and when you are asked to confirm them.

### Article 2 - Ordering Information

#### 2.1 Orders placed by Phone with Customer Service

Orders by phone may be placed with Customer Service at +44 (0)20 7172 01 72 (price of a local call), Monday to Saturday from 10:00 to 19:00 (except public holidays).

Once the Customer's bank has debited the Customer's bank account, the order shall be directly forwarded to the Christian Dior Couture department responsible for preparing the order.

Any order placed in this context is binding on the Customer.

#### 2.2 Orders placed by Internet on the Site

Orders placed on the Site are subject to strict compliance with the procedures described below.

Special orders (excluding personalisation) cannot be placed on the Site; Christian Dior Couture invites its Customers wishing to order special items to visit a boutique to place their order.

### **2.2.1 Customer's Selection of Items**

On the Site, the Customer selects, enters and validates the identification and quantity of the Items that he/she wishes to order; said Items are added to the Customer's "Shopping Bag".

The Customer may freely modify his/her "Shopping Bag", delete an initially selected Item, modify the quantities ordered or alternatively add an Item by clicking on the corresponding elements within the "Shopping Bag".

### **2.2.2 Identification**

Once the Customer has completed his/her selection and wishes to validate the contents of the "Shopping Bag", the Customer can either login or continue as "guest". The Customer can also login before selecting Items.

If the Customer already has a customer account, he/she can log in with his/her email address and password. If the Customer does not yet have an account, he/she can create one by confirming his/her name, address of residence, e-mail address and telephone number at the time he/she places the order.

The Customer's login details and password are intended to be used only by the Customer, therefore each Customer agrees to keep them secure and to not communicate them to third parties. The Customer agrees to immediately inform Christian Dior Couture in case of loss, theft or any fraudulent use of his/her customer account.

### **2.2.3 Validation of the Order**

The Customer must also validate the delivery method and complete the information necessary for the proper dispatch of the order (country for shipment, delivery address or boutique where the Customer wishes to collect the order, if the selected delivery country has shops offering this service).

For a gift order, the Customer may include an accompanying card and choose a gift wrapping.

The Customer may use his/her delivery address as the billing address or enter another one. The Customer will then be asked to choose a payment method and complete the necessary information.

Once this information has been duly entered and validated, the price of the Items (as defined in Article 5 below) and any shipping costs shall automatically be displayed..

The Customer must verify the accuracy of his/her selection before confirming the order. At the end of the order process described above and after accepting all of these general terms and conditions of sale, the Customer clicks on "VALIDATE MY PAYMENT AND CONFIRM MY ORDER".

### **2.2.4 Confirmation of the Order by Christian Dior Couture**

An acknowledgement of receipt of the order is sent to the Customer by email. In accordance with the provisions of Article 1126 of the Civil Code, the Customer accepts the use of electronic mail for Christian Dior Couture's confirmation of the order content.

The acknowledgement of receipt shall include the order number, the total amount of the order, information relating to cost and delivery time, defining features, quantity and price of the Items purchased.

At the time of shipment of the Items ordered to the delivery address designed by the Customer, Christian Dior Couture shall send an email to the latter informing the Customer of such dispatch as well as the receipt of payment, as provided for in Article 6 below. The contract of sale is then definitively concluded.

## **2.3 Proof of Order**

In general, it is expressly agreed between Christian Dior Couture and the Customer that emails are admissible between the parties, as well as the automatic recording systems used by Customer Service or on the Site, in particular as regards the nature and date of the order. In addition, pursuant to Article L. 213-1 of the Consumer Code, Christian Dior Couture shall retain the information relating to any order for an amount equal to or greater than one hundred and twenty (120) euros for a period of ten (10) years and shall make it available to the Customer upon request addressed by the latter to: [contactdioreu@dior.com](mailto:contactdioreu@dior.com) or to Christian Dior Couture – Service Relation Clientèle – 11 bis rue François 1er - BP39 - 75008 Paris. However, it is recommended that the Customer also keeps a copy (in electronic format and/or on paper) of the details relating to his/her order for any orders placed on the Site.

## **Article 3 – Item Availability**

The Customer is informed at the time of placing the order, either by Customer Service or on the information page of the Site describing each of the Items:

- of the availability of the Item; or
- in the event of temporary unavailability of the Item, of the possibility of ordering it for subsequent delivery within a specified timeframe in this instance.

If, in spite of vigilance on the part of Christian Dior Couture, the Items ordered are no longer available, Christian Dior Couture will inform the Customer by any manner (phone or email) as soon as possible. Christian Dior Couture shall not be liable in the event of the unavailability of an Item on the Site.

Christian Dior Couture reserves the right to change the Items offered on the Site at any time and without notice.

## **Article 4 – Refusal of an Order**

Purchases made on the Site or by telephone shall be reserved for Customers for their own use (or gifts) and not for resale. In accordance with the provisions of Article L. 121-11 of the Consumer Code, Christian Dior Couture shall be entitled to refuse any unusual order exceeding the number of authorised Items, namely:

- eight (8) Items per order; and/or
- two (2) identical Items ordered within a period of thirty (30) calendar days, of all colours and sizes combined.

Items from the category Home and Man Timeless (i.e. Items in the category man “ready to wear”: suits and toxido, suits jacket, shirts and pants and in the category man “accessories”: belt, ties, bow ties, pocket squares, cufflinks and button covers) are excluded from the limitations mentioned in the above paragraph.

Christian Dior Couture will also be entitled to refuse any order: (i) made by a Customer with whom there is a dispute relating to the payment or delivery of a previous order; or (ii) not in accordance with these general terms and conditions of sale.

Christian Dior Couture will notify the Customer if it finds that the order does not comply with these general terms and conditions of sale, either directly on the Site or by telephone or email. If the Customer fails to correct any error or noncompliance with these general terms and conditions of sale contained in his/her order with Christian Dior Couture within a period of 5 calendar days following the notification mentioned just before, Christian Dior Couture reserves the right to cancel the order altogether, as well as the payment.

## **Article 5 – Price of the Items**

The prices communicated by Customer Service or displayed on the Site are indicated in Pounds and are inclusive of all taxes (including VAT), excluding delivery charges.

The prices invoiced are those in effect on the date of the order, subject to the availability of the Items

ordered at this time. Christian Dior Couture reserves the right to modify the prices of the Items at any time and without notice.

It is specified that the tax refund service is not available for remote purchases of Christian Dior Couture Items.

In accordance with the provisions of Article L.221-11 of the Consumer Code, the Customer will receive written confirmation of the amount paid, detailing the price per Item and shipping costs charged for each of the Items, at the latest upon delivery.

## **Article 6 – Terms of Payment**

The provisions of Article 1341 of the Civil Code are not applicable to distance sales concluded by Christian Dior Couture.

In the event that, for any reason whatsoever (objection, refusal on the part of the credit card issuer, etc.), the debit of the amount payable by the Customer proves to be impossible, the sale shall be immediately cancelled and Christian Dior Couture shall immediately stop processing the order.

### **6.1 Payment by Credit Card or Debit Card**

Payment for the Customer's purchases shall be made by credit card. Cards from the "CB" network, Visa®, Eurocard®, MasterCard® and American Express® are accepted. Cards issued by banks domiciled outside the United Kingdom must be international credit cards.

For this purpose, when ordering by phone, the Customer confirms to Customer Service and, when ordering via the Internet, guarantees Christian Dior Couture that he/she is the licensed cardholder of the credit card used to pay for the order and that the first and last name appearing on this credit card are indeed his/her own. Then the Customer communicates, either by phone or via a secure website, the credit card number, expiration date and security code.

After the Customer has validated the bank details on the Site, the Customer shall access a secure server operating in SSL mode (128 bits) that has been certified by a Certification Authority.

The transaction is then carried out by the Customer in accordance with banking security standards. Authentication is specific to each bank. In communicating his/her credit card number and/or bank details, whether by telephone or on the Site, the Customer unconditionally accepts in advance that Christian Dior Couture proceeds with the secure transaction and pre-authorises his/her bank to debit his/her account upon reception of records or statements sent by Christian Dior Couture, even in the absence of receipts signed by the cardholder of the credit card used.

### **6.2 Payment by Paypal**

Christian Dior Couture accepts payments made through Paypal (except for telephone orders).

At the time of order validation, the Customer chooses the "Paypal" payment option and will be automatically redirected to the "Paypal" platform.

The Customer will then have to connect to his/her "Paypal" account using his/her login details. The Customer will also have the option of creating a Paypal account at this time if he/she does not already have one. After validating his/her order with "Paypal", the Customer will be redirected to the confirmation page of dior.com.

The order shall be shipped only after verification of the payment method, receipt of the authorisation to debit the Customer's credit card or confirmation from Paypal, verification of the conformity of the order with these general terms and conditions of sale and the availability of the Item(s).

### **6.3 Payment by Bank Transfer**

Payment for the Customer's purchases may be made by bank transfer when the order is placed by phone with Customer Service. In the event of payment by bank transfer, Christian Dior Couture shall

notify the Customer by email of the bank details of the Christian Dior Couture account to which the transfer should be made.

For this purpose, the Customer shall confirm to Customer Service when placing the order by phone that he/she is the owner of the bank account used to pay for the order.

## **Article 7– Delivery**

Subject to the provisions of Article 8 "Collect in store", the Items may only be delivered to the United Kingdom (Mainland and Northern Ireland included), metropolitan France including Corsica, the Principality of Monaco, Germany, Belgium, the Netherlands, Italy (excluding the Vatican and San Marino), Spain (excluding the Principality of Andorra, Canary Islands), Austria, Greece, Ireland and Portugal (hereinafter the "**Delivery Zone**").

It is not possible to place an order for any delivery address located outside this Delivery Zone. For primarily security reasons, Christian Dior Couture will not process any order whose delivery or billing address is a post office box. For security reasons as well, deliveries to a hotel or student residence shall be possible, subject to choosing the option of express delivery with proof of hand delivery.

The Customer shall also have the option of having the Items delivered to another individual located within the Delivery Zone, for example, when the order is a gift.

Once payment of the amount of the order has been registered, the Items will be delivered to the delivery address indicated by the Customer during the ordering process. For this reason, the latter undertakes to have communicated the correct delivery address to Christian Dior Couture.

The delivery of Items ordered shall be made:

- on the date or within the timeframe indicated to the Customer by Christian Dior Couture and, at the latest, within thirty (30) days of the date of the order; or
- within the timeframe notified to, and accepted in advance by, the Customer in the event of the temporary unavailability of the Item in question: (i) at the time of placing his/her order by phone with Customer Service; (ii) at the time of adding an Item to the "Shopping Bag" and prior to acceptance of his/her order.

Christian Dior Couture will deliver the Items ordered by standard mail or express courier with proof of hand delivery, as selected by the Customer.

Delivery charges of standard mail are covered by Christian Dior Couture. Delivery charges of express courier with proof of hand delivery shall be borne by the Customer; the amount of these charges shall be communicated to the Customer prior to the validation step of his/her order.

## **Article 8 – Collect in store (Click & Collect)**

Where possible, the Customer can choose the "Collect in store" or "Click & Collect" option when placing his/her order, and can choose to pick up his/her order in one of the proposed Christian Dior Couture boutiques. This service is only available in certain Christian Dior Couture boutiques and only for certain Items.

The Item will be made available at the selected location within the timeframe given by Christian Dior Couture and, if not specified, in any event no later than 30 days from placing the order, subject to full payment of the payment price.

As soon as the order is available in the boutique, the Customer shall be immediately informed by email and/or text message. The Customer then has 14 days to pick up his/her order from the relevant boutique.

When picking up the order in the boutique, the Customer must present the pickup notification received by email or text message as well as a valid identity document. The Customer's identity will be verified and, on this occasion, a copy of his/her identity document may be made, which the Customer has expressly accepted in selecting this delivery method. The boutique also reserves the right to check the credit card used for payment of the order (in case of payment by credit card). The order will then be handed over to the Customer on signature of a pickup slip.

The Customer may also designate another individual of his/her choosing to pick up the order in his/her place and on his/her behalf, subject to the following conditions. The individual designated by the purchaser must present (i) his/her own identity document, (ii) the order confirmation email received by the purchaser, as well as (iii) the authorisation for pickup by a third party, duly dated and signed. A sample authorisation for pickup template is available in the appendix to these general terms and conditions of sale.

After 14 days from the date Christian Dior Couture notified the Customer that his/her order was available for pickup in the boutique, the sale will be automatically cancelled. The Customer will then be refunded the price of the order.

## **Article 9 – Privacy Protection**

Christian Dior Couture is committed to respecting the privacy of its Customers.

The Customer undertakes that all information communicated to Christian Dior Couture through Customer Service or on the Site as part of the order shall comply with these general terms and conditions of sale, complete, accurate and up to date. Otherwise, Christian Dior Couture reserves the right to: (i) cancel the order altogether as well as payment, or (ii) make them subject to the Customer's communication of any proof of the information and addresses provided, to ensure their existence and accuracy.

Details of personal data marked as mandatory (\*) are necessary for Christian Dior Couture for the processing and delivery of orders as well as for the preparation of invoices. This information is intended for Christian Dior Couture and its service providers involved in processing the order. For more information on Christian Dior Couture's use of data, the Customer is invited to read the information available in the Privacy Policy.

It is specified that the Customer has the right to access, modify, rectify and delete personal data concerning him/her. To exercise these rights, the Customer may send a message accompanied by proof of identity to Christian Dior Couture's Customer Service at [contactdior.eu@dior.com](mailto:contactdior.eu@dior.com) or to Christian Dior Couture - Service Relation Clientèle - 11 bis rue François 1er - BP39 - 75008 Paris.

In particular, the Customer is informed that his or her personal data may be transmitted or collected directly by:

- banking institutions acting as intermediaries for the payment of orders,
- payment system service providers (e.g. Paypal), acting as payment service providers,
- partners specialised in securing transactions against e-commerce fraud (e.g. Fia-Net).

Please note that these partners have their own privacy policies.

With regard more particularly to order analysis and combatting credit card fraud, any non-payment due to the fraudulent use of a credit card will result in the recording of personal data in connection with the order associated with this non-payment in a "payment incidents" file implemented by Christian Dior Couture's partner, FIA-NET S.A. In the same context, communication by the Customer of incorrect information, as well as any irregularity found in his/her order may also become subject to special processing by FIA-NET S.A. As regards the processing carried out by FIA-NET S.A., the Customer may exercise his/her rights of access, modification, rectification and deletion, in writing and with proof of identity, by post to : FIA-NET S.A. - Service Informatique et Libertés - Traitement n°773061 et n°1080905 - 22 rue Drouot, 75009 PARIS.

## **Article 10 – Retention of Title**

Christian Dior Couture shall retain ownership of the Items until such time as Christian Dior Couture has received payment in full. However, the Customer assumes the risks (in particular those related to loss, theft or damage) concerning the Items delivered from the moment they are delivered to the address indicated at the time of placing the order.

## **Article 11 – Intellectual Property Rights**

The Customer shall not reproduce, represent or adapt, directly or indirectly, the Site, in whole or in part, in any form whatsoever. Any intellectual property right pertaining to any Christian Dior Couture product or element (including Christian Dior Couture Items), such as trademarks, illustrations, photos, images, designs and logos, whether registered or not, is and will remain the exclusive property of Christian Dior Couture.

Any total or partial reproduction, downloading, modification or use of Christian Dior Couture's trademarks, illustrations, images, photos, logos and designs, for any reason and on any medium whatsoever, without the express prior written consent of Christian Dior Couture, is strictly prohibited.

Likewise, the following are strictly prohibited without the express prior written consent of Christian Dior Couture:

- the creation of hypertext links to any of the pages or components of the Site;
- any use not conforming to this Site's license to use it and, in particular, use of any of its components (items presented, descriptions, prices, data, software, graphics, images, texts, photographs, tools, etc.) for sale or any other direct or indirect commercial use.

## **Article 12 – Right to Cancel and Return of the Items**

In accordance with the provisions of Articles L. 221-18 *et seq.* of the Consumer Code, the Customer has a right to cancel, which he/she may exercise:

- on the Site in the "Returns" section: Christian Dior Couture will acknowledge receipt by email of the Customer's cancellation so notified,
- or
- by returning to Christian Dior Couture the cancellation form it sent to the Customer in the duly completed order confirmation email (also accessible here) or any other written statement expressly mentioning the cancellation right being exercised, by mail to [contactdioreu@dior.com](mailto:contactdioreu@dior.com) or to Christian Dior Couture - Service Relation Clientèle - 11 bis rue François 1er - BP39 - 75008 Paris - France,

without having to give any reasons, within 30 days of receipt of the Items. The Customer acknowledges that he/she has been informed, and accepts, that he/she does not have such a right to cancel for personalised products made according to and/or at his/her request, nor products that have been altered, as well as sealed items (swimwear, etc.) that have been unsealed by the Customer after delivery and that cannot be returned for reasons of hygiene or health protection, in accordance with Article L. 221-28 3° of the Consumer Code.

It will then be the Customer's responsibility to return the delivered Items:

- by following the various procedural steps proposed by Christian Dior Couture, described on the Site and within which all costs of returning the Items shall be covered by Christian Dior Couture, not to exceed one return shipment of the Items per order; or
- by means of his/her choosing and at his/her own expense and risk to the address indicated on the Site or in a boutique of Christian Dior Couture's own network in Europe and Switzerland (excluding department stores and airports), namely Germany, Austria, Belgium, Spain, France, Italy, Luxembourg, Monaco, the Netherlands, the United Kingdom and Switzerland. It is recommended in this instance to keep all proof of this return, which requires that the Items shall be returned by the Customer by registered mail or by any other means with proof of date.

In any case, the return (or exchange) of delivered Items must be carried out by the Customer:

- within 30 days of the exercise of his/her right,
- in their original full packaging and accompanied by the duly completed return form. Items not returned or returned incomplete, ruined, damaged, degraded, soiled or in any other condition that would reasonably suggest that they have been used or worn, will not be refunded or exchanged and will be returned to the Customer. As to shoes, the sole must also be intact: as such, it is strongly recommended to try Christian Dior Couture shoes on a carpet or rug-type surface.

The refund of the invoiced price of the returned Items will be made on the means of payment used to pay for the order, no later than 14 days following Christian Dior Couture's receipt of said Items. In accordance with Article L.221-24 of the Consumer Code, additional costs paid by the Customer related to the choice of a specific delivery method will not be reimbursed. For returns to boutiques, the refund of the invoiced price of the returned Items will be made in the form of a credit voucher valid for one year and usable only in boutiques belonging to Christian Dior Couture's own network that are located in the country of the boutique that issued the credit voucher.

In addition, in the case of a gift, the right to cancel remains for the exclusive benefit of the Customer and may under no circumstances be exercised by the recipient of the gift.

### **Article 13 – Exchange**

In the event of an exchange request, the Customer must specify in the dedicated field on the Site the Item(s) he/she wishes to receive in exchange for his/her order. The Customer may exchange the Items via the Site or directly in one of the boutiques of the Christian Dior Couture network in Europe and Switzerland (excluding department stores and airports), namely Germany, Austria, Belgium, Spain, France, Italy, Luxembourg, Monaco, the Netherlands, the United Kingdom and Switzerland, within 30 days of their receipt. The Customer may return the Item(s) under the conditions referred to in Article 12 above (timeframe, exchange conditions).

The boutique processing the exchange must carry the same category of products as the Item to be exchanged. For example, men's shoes can only be exchanged in a boutique of the Christian Dior Couture's own network that distributes Christian Dior men's shoes.

The Customer should contact Customer Service if he/she would like for (a) selected Item(s) to be set aside for him/her.

Personalised Items made according to and/or at the request of the Customer, or products that have been altered, as well as sealed Items (swimwear, etc.) that have been unsealed by the Customer after delivery and that cannot be returned for reasons of hygiene or health protection may not be exchanged.

If the amount of the replacement Item(s) has a value greater than the amount of the returned Item(s), the Customer must pay the difference in price in accordance with these general terms and conditions of sale.

If the amount of the replacement Item(s) has a value lower than the amount of the returned Item(s), the difference in price will be refunded by Christian Dior Couture (it being recalled that for gifts, only the customer who purchased the gift may request a refund and have his/her bank account credited) in accordance with these general terms and conditions of sale, with the exception of in-store exchanges, where the Customer will receive a credit voucher for the amount of the difference (valid for one year and usable only in boutiques of the Christian Dior Couture's own network located in the country of the boutique issuing the credit).

In the case of an exchange, the transport costs of the first delivery shall be refunded, but the transport costs of the second shipment shall be billed according to the delivery method selected. In the event of an exchange, the new sale will be subject to the general terms and conditions of sale in effect at the time of the exchange.

As part of its commercial exchange policy proposed under this Article, Christian Dior Couture reserves the right to refuse an exchange beyond two (2) successive orders.

The exchange of the Item(s) is subject to the availability of the said Item(s) on the Site or in the Boutique where the Client came for exchange. In case the Item(s) is/are unavailable, the Client will be refunded in accordance with the provisions of Article 12 above.

### **Article 14 – Conformity - Warranty**

#### **14.1 Statutory Warranties**



The Items sold by Christian Dior Couture are subject to the statutory warranties provided for by Articles L. 217-4 to L. 217-14 of the Consumer Code, as well as by Articles 1641 to 1648 of the Civil Code, to the exclusion of any other warranty:

#### **14.1.1 Statutory Warranty of Conformity**

Christian Dior Couture will deliver to the Customer an Item that conforms to the contract and is free of defects in conformity at the time of delivery of the said Item, in the sense that the Item shall be fit for the usual use expected of a similar good and that it will have the features presented during the sale. Christian Dior Couture shall also be responsible for non-conformity resulting from the packaging, assembly instructions or installation where the contract made these its responsibility or where they have been carried out under its responsibility.

This warranty will only apply if the Customer makes the request within two (2) years of delivery of the goods. Any non-conformity which becomes apparent within twenty-four (24) months of delivery shall be presumed to have existed at the time of delivery, unless proven otherwise.

The Customer may then choose to repair or replace the Item, unless one of these choices results in a manifestly disproportionate cost for Christian Dior Couture. If the repair or replacement of the Item is unavailable, the Customer may be refunded the price paid and return the Item or keep the Item and be refunded a portion of the price, unless the non-conformity is minor.

#### **14.1.2 Statutory Warranty against Hidden Defects**

Christian Dior Couture will provide the Customer with an Item free of hidden defects that would make it unfit for the use for which it is intended, or that would diminish its use to such an extent that the Customer would not have acquired it, or would have accepted to pay only a lower price, if he/she had known of such defect.

This warranty will only apply if the Customer makes the request within two (2) years of the discovery of the defect.

In the event of a hidden defect, it will be up to the Customer to prove that it fulfils the conditions of the warranty.

The Customer will have the choice to return the Item for full reimbursement or keep the Item and be refunded a portion of the price.

#### **14.2 Commercial Warranties**

Certain Items sold on the Site are covered by a commercial warranty, in addition to the above-mentioned statutory warranties. The content and terms of implementation of this commercial warranty shall be made available in the "General Terms and Conditions of Use of the After-Sales Service" tab and shall also be specified on the "information leaflet" accompanying the Items.

#### **Article 15 – After-Sales Service**

All technically repairable Items may be serviced by an after-sales service.

The terms and conditions of use of the after-sales service are available in the tab "General Terms and Conditions of Use of the After-Sales Service".

In accordance with Article L.111-3 paragraph 1 of the Consumer Code, Christian Dior Couture confirms to its Customers that there is no guaranteed time period for the availability of spare parts essential for the use of the Items. Christian Dior Couture will nevertheless make its best efforts to satisfy its Customers in the event of a request for one or more spare parts.

#### **Article 16 – Information on the Items - Limitation of Liability - Force Majeure**

Information on all Items offered for distance selling shall be made available in all Christian Dior Couture boutiques, on the Site or via Customer Service.

The photographs, graphics and descriptions of the Items offered for sale are only indicative and do not bind Christian Dior Couture. Customers can obtain additional information by contacting Customer Service or at Christian Dior Couture boutiques. While every effort is made to ensure that the colour and pattern of the Items pictured on the Site accurately reflect the original items, variations may occur, in particular due to technical limitations in the colour rendering of your computer equipment. Consequently, Christian Dior Couture cannot be held liable for non-substantial errors or inaccuracies in the photographs or graphic representations of the Items appearing on the Site.

In no event shall Christian Dior Couture be liable for any damage that does not result from a breach by Christian Dior Couture of one of its obligations or in the event of the occurrence of a fortuitous event or force majeure within the meaning of Article 1218 of the Civil Code that would prevent or delay its performance.

Christian Dior Couture will inform the Customer of any such fortuitous event or force majeure within seven (7) days of its occurrence.

In the event that this suspension of the performance of Christian Dior Couture's obligations continues beyond a period of fifteen (15) days, the Customer will then have the option of cancelling the order in progress and the Company shall refund him/her as soon as possible.

#### **Article 17 – Non-Waiver**

The fact that Christian Dior Couture refrains from demanding at any given time the performance of any of the provisions of these general terms and conditions of sale may not be interpreted as a waiver of its right to raise subsequently said complete or partial non-performance.

#### **Article 18 – Validity of the General Terms and Conditions of Sale**

If any of the provisions of these general terms and conditions of sale shall be declared null and void in whole or in part, the other provisions and the other rights and obligations arising from these general terms and conditions of sale shall remain unchanged and shall remain applicable.

#### **Article 19 – Disputes - Applicable Law**

These general terms and conditions of sale shall be subject to French law, unless otherwise required by Regulation (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I). In the event of any difficulty arising from the ordering or delivery of the Items and before any legal action is taken, the Customer shall have the opportunity to seek an amicable solution with Christian DiorCouture and to have recourse to the CMAP - Centre de Médiation et d'Arbitrage de Paris, a consumer mediator service to which Christian Dior Couture subscribes.

To submit a dispute to the mediator, the Customer may complete the form on the CMAP website: [www.cmap.fr](http://www.cmap.fr) "You Are: A Consumer" tab, send his/her request by regular or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, or send an email to [consommation@cmap.fr](mailto:consommation@cmap.fr). Whatever the means used to contact the CMAP, the Customer's request must contain the following elements to be processed quickly: its postal address, email address and telephone number, as well as the full name and address of Christian Dior Couture, a brief statement of the facts, and proof of the steps taken by the Customer with Christian Dior Couture prior to referring the matter to the CMAP.

The Customer remains free to accept or refuse mediation and, in the event of recourse to mediation, each party is free to accept or reject the solution proposed by the mediator. In the absence of an amicable solution or recourse to mediation, all disputes arising from the general terms and conditions of sale shall be submitted to the competent court in accordance with the rules enacted by the Code of Civil Procedure and the Consumer Code.

**Cancellation Form**

Please use the below form if you wish to exercise your right to cancel, in compliance with the provisions of Article 12 of our general terms and conditions of distance selling:

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To Christian Dior Couture  
Service Relations Clientèle  
11 bis rue François 1er  
BP39  
75008 Paris  
FRANCE  
contactdioreu@dior.com

I hereby notify you of my cancelling the contract entered into on your website "dior.com" for the sale of the below item(s):

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-----  
-----  
-----

Name(s) and reference(s) of the Item(s):

-----

Ordered on:

-----

Received on:

-----

Order number:

-----

Name of the customer who placed the order:

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-----

Address of the customer who placed the order:

-----  
-----  
-----

Customer's signature when submitting a paper version of this form:

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Date:

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<b>Form for Collect in store of an Order by a Third Party</b>
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Please complete the below form if you wish to have your order picked up in the boutique by a third party, in accordance with the provisions of Article 8 of our general terms and conditions of distance selling:

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**I, the undersigned**

Customer's First and Last Name: -----

Customer's Address: -----

**authorise**

Third Party's First and Last Name: -----

Third Party's Address: -----

**to pick up my order**

Order Number: -----

Ordered on: -----

Customer's Signature: -----

Date: -----