

General Sale Terms for the www.vente-privee.com site (10/02/2016)

Access to the sales events organized on the www.vente-privee.com site published by the Company VENTE-PRIVEE.COM involves acceptance of the following provisions without reservation:

Article 1 - Company

Vente-privee.com is a corporation whose registered office is located in La Plaine Saint Denis (93210), 249 Avenue Président Wilson. It is registered in the Trade and Companies Register of Bobigny under number 434 317 293, SIREN: 434 317 293 000, 18, NAF CODE 4791B, European Community VAT: FR70 434 317 293.

Manager of Publication: Jacques-Antoine Granjon

Customer Service Number:

The number for the Member Relation Team is : 0 800 020 5899

Monday to Friday from 7:00 until 18:00 (free from a landline : costs vary from a mobile).

Postal Address :

vente-privee.com

Service Relations Membres

5 bis, rue Francis de Pressensé

93457 La Plaine Saint-Denis Cedex France

Fax: 00 33 1 49 17 21 55

You can also send any question you may have via our "Help & Contact" section. URL : <https://secure.fr.vente-privee.com/vp4/Help/Default.aspx>

Article 2 – General Points

These general sale terms of the company VENTE-PRIVEE.COM define the rights and obligations of the parties in connection with the sale of products and services by vente-privee.com to the Members of the Internet Site vente-privee.com (hereinafter called the "**Internet Site**").

The Member declares that he has acquired knowledge of and has accepted the pertinent rights and obligations. Any order placed for the services is governed by these terms.

Article 3 - Terminology

All of the services (sales events, VP Lounge etc.) offered by vente-privee.com on its Internet Site are designated hereinafter by "**the vente-privee.com services**" or "**the services**". Services are offered in the Netherlands in the English language. Each individual or entity who is of legal age and capable, who has been sponsored in advance by another Member and wants to benefit from the services of vente-privee.com and who satisfies these general terms will be called a "Member". Each acquisition or reservation of a product or service made by a Member on the Internet Site under the terms specified in these General Sale Terms will be designated hereinafter as "the order".

Article 4 – Sponsorship

4.1. Access to services is achieved by means of preliminary sponsorship by a Member. Member Sponsorship is limited to a restricted circle (relatives, friends) of people who are the genuine individual acquaintances of the sponsoring Member. Consequently, the massive recruitment of supposed godsons by any member, beyond this circle, for purposes that are directly or indirectly lucrative or even free of charge, by any means such as, in particular, through the intermediary of the internet site, a blog, advertising on the internet or magazine or discussion forums or even using the name of partner brands of the Internet Site or by reproducing part of the catalog of the internet site, is strictly prohibited.

4.2. If vente-privee.com is led to observe serious irregularities by a Member in the use of its sponsorship system, it could then take any measure that is adequate to stop such irregularities, including exclusion of the Member.

Article 5 – Order and Price Terms

5.1. Members have the opportunity to order:

Over the Internet: with <http://eu.vente-privee.com>.

It is stipulated in advance that for technical and logistical reasons Belgian members will not be able to access all of the sales accessible by a French member.

5.2. The Member warrants that he is fully authorized to use the payment card or his PayPal account for payment of his order and that these means of payment provide access to funds that are sufficient to cover all the costs resulting from the use of the services of vente-privee.com.

In the Netherlands, Members have the opportunity to pay for their order by means of a bank card using the "IDEAL" system. The "IDEAL" system is a computer solution that makes it possible to pay for orders online by electronic bank transfer and offers speed and complete security.

5.3. By clicking on the "Pay Now" button during the order process and after having confirmed the contents of the order in his "Basket" and having modified it if applicable, the Member declares that he fully accepts all of these General Sale Terms without reservation.

After having confirmed the contents of his order, the Member then finalizes it with the payment. The order will be finalized only upon payment of the corresponding price.

It is stipulated that the prices that appear on the <http://eu.vente-privee.com> site are expressed in euros and include all taxes. Payments made by Members will therefore be made in euros.

[Vente-privee.com](http://vente-privee.com) confirms the order of each Member systematically and then confirms its shipment by e-mail.

5.4. During the entire duration of a particular sale of a product or service, after having placed, confirmed, finalized and paid for his order, the Member has the opportunity to add other products or services involving the same sale, by means of 2 methods:

either by clicking on the link "Add to my order", heading "My Account" under the heading "My Orders"

From "Help and Contact/My Space / Questions concerning my order / Adding to your order"

or by clicking on the tab "Add to basket" of the Site. This new order will follow the process discussed in article 5.3 above.

5.5. The prices that appear on the <http://eu.vente-privee.com> site are expressed in euros and include all taxes. The price, including all taxes, of each product or service is indicated in the corresponding product or service description. The shipping costs for the Member's order will be indicated before the final confirmation. Moreover, once the order is confirmed, the price and cost remain accessible in the heading "My Account" of the Internet Site.

5.6. Next to the sale price of the product or service applied by [Vente-privee.com](http://vente-privee.com), appears a price of reference (crossed out), which is the price suggested by the supplier of the product or service for use by the distributor in the county specified in the sales ticket.

If the product or service is no longer subject to a price suggested by the supplier at the time of the sale, the price of reference above is supplemented with information concerning the year related to this price. This information will be specified in the product information sheet for the product or service.

In all cases, [Vente-privee.com](http://vente-privee.com) will ensure the reality of the price of reference and the fact that it has been or is used by other distributors.

When a product or service has been marketed by the supplier for several seasons, its suggested price may have varied. In such a case, [Vente-privee.com](http://vente-privee.com) will always use the lowest suggested price given by the supplier as the price of reference.

5.7. If the Member does not adhere to the obligations agreed to in the terms of these General Sale Terms and in particular those related to any incident involving payment of the price of an order, it may bring about the suspension of access to the services of vente-privee.com, or even the termination of his Member Account depending on the degree of seriousness of the questionable activities involved, without detriment to any damages that the vente-privee.com company may seek. Consequently, vente-privee.com reserves the right to refuse any order of a Member with whom such a dispute might exist.

Article 6 – Conformity of the Products or Services

6.1. The information mentioned in each product description is that communicated to vente-privee.com by the supplier from which the products or services are acquired.

[Vente-privee.com](http://vente-privee.com) will make its best efforts to ensure that the photographic representations of the products or services on the Internet Site are as faithful as possible to the products or services themselves. However, as concerns the digital presentation of the products or services on the internet network, it is possible that the Member's perception of the photographic representation of the products or services will not correspond exactly to the actual product or service.

6.2. In the event that the product or service delivered to the Member does not conform to the actual product or service, the Member may return it to the vente-privee.com company. In order to facilitate handling of their orders, we strongly recommend that Members follow the procedure specified in the heading "Help & Contact" that can be accessed on the Internet Site. The Member may ask vente-privee.com:

Either to deliver a product or service identical to that ordered, subject to available stocks;

Or to deliver a product or service of equivalent quality and price, subject to available stocks;

Or to reimburse the price of the product or service ordered within 30 days following the Member's request.

The cost of returning the product ordered and delivered to the Member as well as that for any possible delivery of another product will be borne by vente-privee.com.

Furthermore, it is stipulated that the products offered during the VP operation summer camp involve definite quantities defined well before the sale is put online, and no additional supplies can be ordered. These products therefore may not be subject to exchange on the part of the Member, merely refund in the event that they do not conform to expectations.

6.3. In any event, these provisions do not deprive the Member of the benefit of his right of cancellation, as specified in article 8 of these General Sale Terms.

Article 7 – Availability of the Products or Services

In the event that part or all of the product or service is unavailable after placing the order, the Member will be informed by e-mail of the delivery of a partial order or cancellation of his order.

In application of the provisions of article L 121-20-3 of the French Consumer Code, in the event that the product or service is unavailable, the Member then has the option:

Either to have a product or service of equivalent quality and price delivered, provided that supplies are available;

Or to be reimbursed for the price of the product or service order within 30 days following his request.

Delivery charges for a new product or service will be borne by vente-privee.com.

Article 8 – Right of Cancellation

8.1. Scope

Apart from the exceptions stated below and for the purposes of sales events, all products or services sold are subject to the Cancellations clause. The Member has the right to cancel any Order placed on the Website within 14 (fourteen) days from the date on which the Order is confirmed and payment made in accordance with clause 5.3 above in relation to the purchase of services or within 14 (fourteen) days from the date on which goods are delivered to the Member in relation to the purchase of goods.

However, certain products and services cannot be subject to the Member's right to cancel. In any case Members will be told about the products or services involved during the course of the sale.

The aforesaid cancellation right of 14 (fourteen) days does not apply, except if the parties agree to the contrary, to the following sale agreements:

To service agreements, where services are fully performed in the 14 (fourteen) day cancellation period after the Member has expressly consented to receive the services in that period and has acknowledged that they will lose their cancellation rights once the service has been fully performed.- To agreements for goods or services for which the price is fixed according to the financial market variations which cannot be controlled by the supplier.

To sale agreements related to goods which were made according to the consumer's requirements or which were obviously customized, or which cannot be returned because of their nature.

To sale agreements related to goods which are likely to deteriorate and be outdated quickly (eg. dairy products).

This category includes items with a kilometre counter or a time counter as any use will impact the item's value and render any resale impossible.

To the sale of alcoholic beverages where their price has been agreed at the time of conclusion of the contract, delivery can only take place after 30 days and their value is dependent on fluctuations in the market which are outside of our control.

To sale agreements related to sound or video records, or software, if they become unsealed after delivery.

To sale agreements related to newspapers or magazines (other than subscriptions).

To the service agreements concluded by public auction.

To sale agreements related to accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period. This category includes items such as theatre tickets.

To sale agreements for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery.

8.2. Terms

Prior to returning a product or cancelling a service, the Member must state his or her intention by completing the 'Cancellation Form' [[click here to open the Cancellation Form](#)] or using the "*Help & Contact*" section on the vente-privee.com Website, by selecting "*Questions related to My orders*".

This right may be exercised by sending the product back to vente-privee.com at the address stated in Clause 9, or for services by following the specific procedure for the service which will be stated on the Website.

The Member has 14 (fourteen) days to change their mind and cancel the contract (as described in clause 8.1 above) plus 14 (fourteen) days after the day on which the Member informs vente-privee.com of its cancellation to return the relevant goods.

When the Member wishes to use his/her cancellation right, pursuant to clause 8, the product must be physically returned to vente-privee.com and the Member is liable for any cost and risks involved in returning the product.

The Member will receive a refund within 14 (fourteen) days from vente-privee.com receiving the goods, or if earlier, 14 (fourteen) days from the day on which the Member supplies evidence of having sent the goods back.

The return of products or services will lead to refund of the price of the purchased product(s) or service(s).

vente-privee.com's standard delivery charges will be refunded only in the case where an entire order has been either returned to vente-privee.com or cancelled by a member. Should a member wish to return selected items from an order, any shipping & handling charges will not be refunded.

The returning of an Order is shown as a negative transaction; this information is available at all times on the Website in the "*My Account*" section, which can only be accessed by the Member in question.

Article 9 – Methods of returning a product or service by a Member / Return of used electric or electronic products

9.1. Return of a product in the event that it does not conform to expectations or exercise of a cancellation right

In order to be able to benefit fully from the terms of article 6, "Conformity" and those of article 8, "Cancellation Right", the Member must return the product or service to vente-privee.com.

For purposes of simplifying and facilitating the handling of such returns, as well as any possible refunds, it is strongly advised that Members follow the procedure described below: make a return request using the heading "*Help & Contact*";

then, for Members living in the Netherlands, make the return to the following address:

DHL GM FR / Vente Privee

p/a Atoomweg 30

3542 AB UTRECHT

properly protected in its original packaging, in a perfect state for resale (not spoiled, damaged or soiled), accompanied by any possible accessories, notices regarding use and documentation,

accompanied by the sale invoice so as to permit the company to identify the member (order no, last name, first name, address).

without the product or service having obviously been subject to sustained use (beyond several minutes), that is, subject to the product's not bearing any marks of prolonged use beyond the amount of time necessary to examine it, and currently in a state permitting resale.

If the Member opts for a return method other than the procedure described above, it is indispensable that vente-privee.com can identify the Member who is carrying out the return in order to be able to proceed with the refund. In addition, it is necessary to attach to your product any documents making it possible to identify you (copy of your order summary or a copy of the invoice, etc.).

Article 10 – Payment

Payment for purchases is made by means of a payment card or a PayPal account, Bank Card, Visa, MasterCard or American Express. Furthermore, in the Netherlands, Members have the opportunity to pay for their orders by means of a bank card using the "IDEAL" system. The "IDEAL" system is a computer solution that makes it possible to pay for orders online by electronic bank transfer and offers both speed and complete security.

Following the date of the order, a request to debit the Member's bank account will be sent to his bank within a time period of 3 days. In the event of PayPal payment, the amount of the purchases will immediately be debited from the PayPal account. The order will be considered as effective after confirmation of the approval of the bank payment centers.

In accordance with the regulations in effect and to ensure the security and confidentiality of their information, Vente-Privee.Com does not store the bank details of its Members.

It is therefore up to the Member to record and print his payment certificate if he wishes to retain the bank details related to the transaction.

Article 11– Security

The website vente-privee.com is protected by one of the most effective security systems available today. Not only has it adopted the SSL (Secure Socket Layer) encryption process but has also reinforced all of the scrambling and encryption processes in order to ensure the highest possible protection for all sensitive data connected to payment methods.

Vente-privee.com never has access to the confidential information provided when payments are made.

In fact, only Société Générale-ATOS can access this confidential information (credit card number, expiry date) which cannot be accessed by third parties.

Article 12 – Delivery

12.1. Place of delivery

The products or services are sent to the delivery address indicated by the Member during the ordering process.

It is specified that, for technical and logistical reasons, Members having selected the Netherlands as their place of residence during their registration can only obtain delivery to addresses in continental Netherlands (thus excluding St Maarten Island and Suriname).

Participation in logistics and shipment costs is understood to be inclusive of VAT. Customers are always notified of deliveries by e-mail.

When an order is shipped, vente-privee.com notifies the customer that an original invoice, including delivery costs and VAT, can be accessed on-line through the website in the "My Account" section.

In the case of a partial shipment, a delivery note is included in the parcel listing the products and/or services making up the partial shipment in question.

Delivery

Members must select their delivery address, whether their home, office, third party address, holiday address, etc. If they are not there at the address indicated when the parcel is delivered, an advice slip will be left in their letterbox. The DHL or SELEKTVRACHT delivery agent will make up to three attempts to deliver the parcel.

If all three attempts to make delivery are unsuccessful, the parcel will be returned to vente-privee.com. The Members' Customer Relations Service will then contact the Member to try and reorganise the delivery. If the Member does not reply within a reasonable time, vente-privee.com will proceed to refund the relevant amount.

12.2. Delivery time The maximum delivery time is 30 business days from placement of the order for a product or service, unless the Member stipulates otherwise before placing the order or before its final confirmation. In this case, vente-privee.com will give the Member a rough estimate of the expected delivery date.

This delivery time will be recorded in the order summary as well as in the delivery tracking section on the website.

12.3. Delivery delays In the case of a delay in receipt of a product and/or service, Members may contact the vente-privee.com Customer Relations Service whose contact details can be found on the website under "Help & Contact", selecting the product or service that is the subject of their query.

Members may cancel their orders if delivery has not taken place within seven business days of the original delivery date indicated by vente-privee.com, unless the delay in delivery is caused by a case of *force majeure* recognized as such by the French courts.

Within 10 business days following a Member's cancellation, vente-privee.com will instruct the Member's bank or PayPal account to make the relevant refund.

12.4. Partial delivery Members will be informed of partial deliveries of an order by e-mail. A second e-mail will inform them of the delivery of the other products and/or services ordered.

12.5. No delivery Members may cancel their orders if delivery has not been made within seven business days at the latest following the delivery date indicated by vente-privee.com, unless the failure to make delivery is caused by a case of *force majeure* recognized as such by the French courts.

Within 10 business days of the Member's cancellation, vente-privee.com will instruct the Member's bank or PayPal account to make the relevant refund.

12.6. Completed delivery A delivery will be considered to have been completed when the product or service has been placed at the Member's disposal by the forwarding agent, certified by the forwarding agent's control system. For the Netherlands, the delivery tracking system used is that indicated on the website of the forwarder Selektvracht.

Without prejudice to the Member's right to retract (cooling-off period) defined in Article 8 above, the onus is on the member to check goods on arrival and file any reservations or complaints that are deemed justifiable, even refusing to take delivery of the parcel if it appears to have been opened or displays obvious signs of damage. Any reservations or complaints must be sent to the forwarding agent by registered letter with acknowledgement of receipt within three business days following delivery of the products, and a copy of this letter will be sent to vente-privee.com immediately.

12.7. Information on delivery procedures

Lost parcels When a package leaves the vente-privee.com warehouse, it is delivered to Members in the Netherlands by the forwarding agent Selektvracht. The Member is informed of the delivery method by e-mail from the time the package leaves the warehouse.

Members are also given reference numbers so that they can track the delivery of their orders: <http://www.selektvracht.nl/track-and-trace.shtml?bcode=&submit=>

Delivery to addresses in the Netherlands via SELEKTVRACHT:

In the case of deliveries made by SELEKTVRACHT, an e-mail is sent to the Members advising them of the delivery, providing them with a list of the goods or services being delivered and giving them the reference number they can use to track progress of the delivery on the website <http://www.selektvracht.nl/> If the SELEKTVRACHT website is temporarily unavailable, Members have another way of following up their orders:

They can call 0800 020 5899

Callers will be asked to give the reference number indicated in the e-mail sent to them by vente-privee.com.

From four to seven business days will elapse before the delivery is received or an advice slip, in the case of a Member's absence, is left in his/her letterbox. The advice slip will show the date on which the forwarding agent will come by again to deliver the parcel. In fact, the forwarder is bound to make up to three attempts to deliver the parcel. If all three attempts fail, the parcel will be returned to vente-privee.com. The Customer Relations department will then contact the Member to arrange another delivery or, if the Member does not reply within a reasonable time, will give instructions for a refund to be made.

However, if Members have no news of their orders five business days after having been advised of their dispatch, they should contact the Customer Relations Service at vente-privee.com.

If neither SELEKTVRACHT nor the parcel tracking service on <http://www.selektvracht.nl/track-and-trace.shtml?bcode=&submit=> has any trace of the parcel, the Member should contact vente-privee.com through the website pages "Help & Contact / My Space / Queries regarding my orders / I still haven't received my order".

The vente-privee.com Customer Relations Service will then open an enquiry with the relevant SELEKTVRACHT departments. The Member will receive an e-mail indicating that an enquiry is being made.

If the parcel is traced, it will be sent to the Member and the receipt procedure will play out in the normal way (delivery of the parcel or advice slip, etc.).

If the parcel is declared as lost, vente-privee.com will advise the Member and immediately proceed with the formalities for refunding the amount of the goods in the lost parcel (products and delivery charges).

Article 13 - Warranty

13.1. Legal warranty (1641 et seq. of the French Civil Code)

In the event of delivery of a product or service that does not comply with that ordered (see article 6 above) or of a product or service with a hidden defect, the Member may choose to be refunded by vente-privee.com for the price of the product or service in question or alternatively to accept a product or service of equivalent quality and price instead, depending on stocks available.

For any requests of this type, Members should contact the Customer Relations Service on-line, through "Help & Contact / My Space / Queries regarding my orders / One of my products is defective. What should I do?"

Members can also make claims against their warranties by calling the following number from inside The Netherlands: 0 800 020 5899

Our agents can be reached from 7.00 am to 6.00 pm Mondays to Fridays.

These arrangements are not exclusive of the Member's right to retract (cooling-off period) as defined in article 8 above.

13.2. Contractual guarantee

Certain products or services may be covered by a contractual guarantee which, if existing, will be indicated on the product description at the on-line point-of-sale on the website of vente-privee.com. These guarantees are clearly detailed on the relevant description sheet and members will not be able to claim a more extended guarantee than that indicated.

The contractual guarantee granted by vente-privee.com is that usually granted by the supplier to its Members.

Members who have problems with a product or service must keep the purchase invoice received from vente-privee.com and contact Customer Service on the website by going through "Help & Contact / My Space / Queries regarding my orders / One of my products is defective. What must I do?" where they will find instructions on how to proceed.

13.3. Exclusion clause Products or services that are altered, repaired, integrated or added to by Members or any other person without the product/service provider's authorization are not covered by the guarantee. Obvious defects are not covered by the guarantee. Products or services damaged during transport or through incorrect use are not covered by the guarantee.

Article L211-4 of the French Consumer Code

The seller is bound to deliver its goods in compliance with the contract and shall be liable for defects of non-compliance existing at the time of delivery. The seller shall also be held liable for defects in compliance resulting from the packaging, assembly instructions or installation when this is required by contract or is realized under the seller's responsibility.

N.B.: Order 2005-136 2005-02-17 art. 5: The provisions of this Order apply to contracts concluded after the date of the Order's enforcement.

Article L211-5 of the French Consumer Code

The product/service, in order to comply with the contract, must:

be suitable for the use usually expected of a similar product and/or service and, where applicable, must:

correspond to the seller's description and possess the features/characteristics/quality presented to the buyer in the sample or model;

present the qualities that a buyer may legitimately expect from the public declarations made by the seller, producer or its representative, in particular through advertising and

labelling;
or present the characteristics defined by common accord between the parties or be suitable for any special use required by the buyer and communicated to the seller and approved by this latter.

N.B.: Order 2005-136 2005-02-17 art. 5: The provisions of this Order apply to contracts concluded after the date of the Order's enforcement.

Article L211-12 of the French Consumer Code

Any possibility of action resulting from a defect of compliance will lapse two years from the date of delivery of the product and/or service.

Article 1641 of the French Civil Code

The seller is bound to guarantee the product/service against hidden defects making it unsuitable for the use to which it is destined or decreasing its effectiveness in this use to such an extent that the buyer would not have purchased it or would only have purchased it at a reduced price if the buyer had known of the defect or use limitation beforehand.

Article 1648, paragraph 1, of the French Civil Code

Action consequent upon unacceptable defects must be taken by the buyer within two years of discovery of the defect(s).

Article 14 – Modification of the General Sales Conditions

Vente-privee.com reserves the right to modify these General Sales Conditions.

Any amended version of the GSC shall be notified beforehand on the first page of the website's "*Help & Contact*" section.

Members who do not wish their contractual relations to be governed by the new version of the GSC applicable to all new orders must communicate their decision and, from the date that the new GSC takes effect, must cease using the services of vente-privee.com.

Article 15 – Personal data

15.1 Vente-privee.com undertakes to treat as confidential all personal data communicated by its Members on the website, in compliance with the French data protection and civil liberties law of 6 January 1978 ("*loi Informatique et Libertés*").

15.2 Vente-privee.com shall inform its Members that their personal data may be used by its internal services and/or by those of its subsidiaries for the purposes of:

informing the Members of future sales and events through e-mails of invitation;

processing Members' orders;

reinforcing and customizing communication through the sending of newsletters, special promotional offers (e.g. competitions, games) and special e-mails within the context of personalising the website according to the Members' preferences.

Moreover, vente-privee.com reiterates that if Members change their minds and no longer wish to receive certain types of e-mail, they may update their preferences in this regard at any time by going onto the website and selecting "*Help & Contact / My Space / Management of my subscriptions*".

15.3 Vente-privee.com informs Members that it may also communicate their personal data to ensure delivery of their orders by its service providers, certain after-sales services and to carry out satisfaction surveys. Moreover, vente-privee.com may also communicate these data if ordered to do so by legal authorities.

15.4 At the time of creation or consultation of their accounts, Members may opt to receive promotional sales offers sent by vente-privee.com and/or its subsidiaries and concerning its commercial partners.

15.5 Moreover, in compliance with the French data protection and civil liberties law of 6 January 1978, Members may exercise their right to access their files, object or rectify/delete any of their personal information at any time, by sending their request (indicating their e-mail address, surname, first name and postal address):

by e-mail to modifications@venteprivee.com

by going onto the vente-privee.com website, through "*Help & Contact / Questions related to my account*" then selecting the relevant section

or by regular mail addressed to: vente-privee.com Service Relations Membres – 5 bis, rue Francis Pressensé – 93457 LA PLAINE SAINT-DENIS (France)

Article 16. Sundry

16.1 If any of the terms under the General Sales Conditions should be declared illegal or unenforceable by a court order, the other provisions shall remain in force.

16.2 In application of articles 1316 *et sequitur* of the French Civil Code and, where applicable, article L.110-3 of the French Commercial Code, the information given on the website shall be accepted by both parties as reliable. Information such as the time of receipt or of sending, as well as the quality of data received shall prevail in order of priority as indicated on the IT systems of vente-privee.com or as authenticated by the IT procedures of vente-privee.com, unless written proof to the contrary can be supplied by the Member concerned. The reliability/validity of information delivered by the IT systems of vente-privee.com is that accorded to an original in the sense of a written document in paper form and signed by hand.

Article 17. Jurisdiction – Disputes

These General Sales Conditions in English shall be executed and interpreted under French law without prejudice to the Members' right to apply to their own national jurisdiction if this is more favourable to them.

Vente-privee.com is a member of the French Federation of E-Commerce and Distance Selling (FEVAD). If any dispute arises between vente-privee.com and the Member which cannot be resolved by discussions between the Member and vente.privee.com in accordance with clause 17 of the Terms and Conditions, the dispute can be referred to FEVAD's e-commerce médiation service (60 rue la Boétie – 75008 Paris – relationconso@fevad.com) for resolution.»

Information about the European Commission's Online Dispute Resolution Platform for the resolution of disputes can be found at: <http://ec.europa.eu/odr>

In the event of dispute, Members shall first apply to vente-privee.com to negotiate an out-of-court settlement.

If this fails, the French courts shall hold jurisdiction.

Article 18. Internet host

ECRITEL, 3 rue de Pondichéry - 75015 PARIS (France) - Tel: +33 (0)1 40 61 20 00.

Please note that the vente-privee.com Members' Customer Service number is: 0 800 020 5899 (free from a landline; costs vary from a mobile).