



TERMS & CONDITIONS OF SALE

ARTICLE 1: Purpose and scope

Placing an order implies the Customer's full and unreserved acceptance of these terms and conditions of sale ("T&C") to the exclusion of any other document, except for quotes, purchase orders and invoices. The T&C are the sole basis for commercial relations between the parties (L 441-1, Commercial Code). No special condition shall, except with the formal, written agreement of the Seller ("the Seller"), prevail over these T&C. Any contract document not communicated in advance and expressly accepted by the Seller shall be unenforceable.

Any failure by Seller to enforce strictly any of these T&Cs shall not be interpreted as or constitute a future waiver of the T&Cs.

ARTICLE 2: Placing orders

Orders must be placed in the professional customer area on our e-shop. (<https://www.backtoglam.fr/mon-compte/>)

No minimum order is required, except for the first order when a 9-size bra kit and/or panty kit and/or lower body kit must be ordered.

Shipping costs shall be borne by the buyer.

Orders are processed within 48 hours by our logistics department on working days (outside holiday periods, which are displayed on the website).

Any order received after 1pm may be processed on the next working day. Orders including fitting kits may take longer to prepare and process.

The usual delivery time then depends on shipping method, see Article 5 Delivery and receipt of goods.

By approving their order, the Customer acknowledges having read and expressly accepted the T&C.

ARTICLE 3: Price

Unless otherwise stipulated in writing, the prices expressed in euros are exclusive of taxes and charges on the basis of current tariffs on the order date.

The prices of the products are therefore ex warehouse.

The Seller shall communicate to the Customer the recommended retail prices in force in the European Union.

ARTICLE 4: Payment method

If the Customer's e-shop order is over €500 excl. VAT, there are two options:

- Immediate payment by bank card authorised by the Seller's secure online payment partner;
- A bank transfer within 30 days of the invoice date. When paying by bank transfer, the Customer must use the invoice number as payment reference. If group payments are made for different invoices, please indicate the invoice numbers and, if deducted, the credit note numbers.

If the Customer's order at the e-shop is less than €500 excl. VAT, the Customer must make an immediate payment by bank card authorised by the Seller's secure online payment partner.

In the event of non-payment, the Seller may suspend all orders in progress without prejudice to any other action they may take. Any sums not paid on the due date shall bear interest at a rate of ten times the semi-annual ECB reference rate (REFI) without any formality or prior notice. This rate shall apply daily from the invoice due date.

A fixed indemnity of €40 for recovery costs shall be payable by the Customer as of right and without prior notice in the event of late payment.

If these payment conditions are breached, the Seller reserves the right to suspend or cancel delivery of the Customer's orders in progress.

ARTICLE 5: Delivery and reception of goods

The products shall be delivered to the address provided when the Customer places the order at the e-shop.

In case of delivery outside France, unless otherwise specified, the Incoterm used is the DAP.

The buyer is independently responsible for tracking the delivery of his order via the tracking number transmitted by the carrier to the delivery email address provided by the customer.

The usual delivery rates are freely available on the "Pro Resources" area of our e-shop, or on request from your sales contact, and are subject to change without notice, depending on our constraints and those of our partners.

Delivery times depends on the shipping method. The usual times provided by the carriers are:

GLS or TNT France: From 24 to 48 hours

Registered letter or Colissimo France: From 48 to 72 hours

FREE delivery in France for orders over €1,000 excl. VAT.

TNT: depends on the destination. For more information, go to the following link:

https://www.tnt.com/express/fr_fr/site/outils-expedition/delai-de-livraison-international.html

GLS: depends on the destination. For more information, go to the following link:

<https://gls-group.com/FR/fr/recevoir-colis/aide#:~:text=Nos%20livraisons%20sont%20assur%C3%A9es%20entre,g%C3%A9n%C3%A9ralement%20entre%2072H%20et%20120H.>

Colissimo: depends on the destination. For more information, go to the following link:

<https://www.laposte.fr/particulier/outils/calculateur-de-dela>

Chronopost: depends on the destination. For more information, go to the following link:

https://www.chronopost.fr/fr/envoyer-international?xtor=SEC-150&gclsrc=aw.ds&chrono&gclid=CjwKCAjwzY2bBhB6EiwAPpUpZjw6gdMThZAPQoYGjmI84moAmoVwxt3VWh999ZPbKXiU_C-fZHg34xoCniEQAvD_BwE#/step-home

DHL: depends on the destination. For more information, go to the following link:

<https://www.dhlexpress.fr/#smart>

No order can be refused for late delivery. Late deliveries shall not give rise to damages and interest.

At the time of receipt, the Customer undertakes to:

- check the condition and quantity of the goods received (number of parcels received compared to number of parcels on the delivery note) by opening the parcels if necessary in the presence of the carrier;
- note reservations on the delivery note or inform the carrier about any damage or missing or damaged packages if necessary.

Complaints about patent defects must be notified in writing within 15 working days of the arrival of the goods at the place of delivery. This complaint must mention the references set out on the invoice.

It shall be the Customer's responsibility to provide evidence (supporting photos) in writing of the defects or anomalies. The Customer must allow the Seller every opportunity to see the defects and to remedy them. No complaint shall be validly accepted if these formalities are not respected by the Customer.

The Seller shall replace, in a reasonable time period and at its own expense, the Goods delivered whose lack of conformity has duly been proved by the Customer. Without the Seller's prior, written agreement, the Customer shall not intervene themselves or have a third party intervene, at the risk of definitive loss of guarantee.

ARTICLE 6: Return of goods

No return shall be accepted without the Seller's prior, written agreement. The Seller shall specify the terms for return.

If the Customer has made a mistake in placing the order, they must, in order to delete the order, pay a penalty of 10% on the price of the article returned. The Customer must return the product at their own expense, in its original condition and packaging, accompanied by a return slip to the following address: MJ&CO – BACK TO GLAM 16 Bis Allée du Parc 60300 Apremont – France.

A credit note shall be issued and sent to the Customer within 30 days maximum from the date of receipt of the item in its original condition by the Seller.

ARTICLE 7: Retention of title

Until full payment is made by the Customer, the Seller shall retain a right of ownership to the Goods sold allowing them to take possession of the said Goods. Any deposit paid by the Customer shall be retained by the Seller as a lump-sum compensation, without prejudice to any other action that the Seller may be entitled to take against the Goods ordered.

However, the risk of loss and deterioration shall be transferred to the Customer upon delivery of the Goods ordered.

ARTICLE 8: Force majeure

The Parties shall not be held responsible, or considered to have breached their contractual obligations if performance of the Contract is delayed or impeded due to a force majeure event. A force majeure event is any event outside the control of the affected Party which is unforeseen and insurmountable and which prevents either the Seller or the Customer from performing any or part of their obligations under the Contract.

ARTICLE 9: Use of communication files provided

Campaign photos provided by the Back to Glam brand are authorised for web distribution only (website and social media) and only for the duration of the said campaign. It is strictly forbidden to print or communicate them for final production in print format (e.g. catalogues, brochures, flyers, etc.). Use of the said photos is only authorised for the sale of the products, which are the subject of these T&C. Any other use, in any form whatsoever, is prohibited.

ARTICLE 10: Privacy policy - personal data management

The Customer is informed that personal data is collected by the Seller. The purpose of processing this data is to manage the customer relationship, the legal basis of which is article 6.1(b) of Regulation EU/2016/679 on the protection of personal data.

The data recipients are the Seller's employees.

The data is kept for the duration of the collaboration of both parties.

The Customer has a right of access, rectification, deletion or opposition which they may exercise by contacting the Seller (contact@backtoglam.fr). The Customer may also complain to the French data protection authority, the CNIL, 3 place Fontenoy – TSA 80715 – 75334 PARIS Cedex 07.

ARTICLE 11: Intellectual property

The Seller retains all industrial and intellectual property rights relating to the Goods, photos and technical documentation which may not be communicated or executed without its written authorisation.

ARTICLE 12: Applicable law - Contract language

These T&C and the operations arising in connection with them are governed by French law, notwithstanding any international element.

They are drafted in French. If the T&C are translated into one or more languages, the French version shall prevail in case of dispute.

ARTICLE 13: Dispute resolution

In case of dispute arising from the performance of these T&C regarding their validity, performance or interpretation, the Parties must meet within eight (8) days of the dispute arising in order to try to reach an amicable resolution.

If the attempt at conciliation does not result in a written agreement between the Parties within thirty (30) days from the date of the occurrence of the said dispute, the dispute may be submitted by the most diligent party to the Compiègne Commercial Court, which has exclusive jurisdiction to settle the dispute, notwithstanding any application for summary proceedings, appeal for guarantee or any other international element.