

**General Terms and Conditions for “Buyers”**  
**21/07/2020**

**Presentation**

These General Terms and Conditions (the “T&Cs”) apply to the Users who use the Web Site to buy Products.

Vestiaire Collective is a public limited company incorporated in France, whose registered address is 255 boulevard Pereire, 75017 Paris, France, registered in Paris, France under no. 517 465 225. It owns all the rights over the <http://www.vestiairecollective.com> web site and the Vestiaire Collective Smartphone applications (the “Web Site”).

Vestiaire Collective provides a number of services on its Web Site that are run and administered by Vestiaire Collective. These services enable users of the Web Site (the “Users”) to buy and to sell second-hand fashion products (the “Products”). These services are available directly on the Web Site. Vestiaire Collective may under exceptional circumstances directly offer Products for sale on its own behalf, in which case these Products shall be identified on the Web Site as being sold by Vestiaire Collective.

These T&Cs shall prevail over any other general or special terms and conditions that are not expressly approved jointly by Vestiaire Collective and the User.

These T&Cs may, where applicable, be completed by the [Terms Governing Subscription to the Premium Services](#), the [Terms of Use of the MangoPay and Electronic Money Services](#), and the [Referral Rules](#). Where these additional contractual terms apply, they shall be deemed to be incorporated as of right into these T&Cs. We also recommend that you read the [Privacy Policy & Cookies](#) of Vestiaire Collective.

## **T&Cs of purchases made on the Web Site**

### **1. The role and responsibility of Vestiaire Collective**

The Users hereby acknowledge that, save where otherwise specified for any given Products that are on offer on the Web Site, the role of Vestiaire Collective shall be limited to acting as an intermediation platform between the Users. To that end, save in case of specific circumstances, Vestiaire Collective shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. Each User shall act, at all times, for and on its own behalf and shall never act as an agent or representative of Vestiaire Collective. Vestiaire Collective shall not be a party to the contract of sale between the Buyer and the Seller, and hereby disclaims liability for such a contract or for its consequences.

Any quality control potentially performed by Vestiaire Collective shall merely relate to whether the Seller's Product is in keeping with its description in the Product Page drawn up by the Seller. Vestiaire Collective shall not check whether the Product or the description of the Product in the Seller's Product Page meet the Buyer's expectations. Therefore, Vestiaire Collective does not guarantee that the Buyer shall find the Product satisfactory, whether from an aesthetic point of view or from a practical point of view, as to its use. Any deliveries that are arranged by Vestiaire Collective and fulfilled by its subcontractors shall not imply that Vestiaire Collective is a party to the contract between the Seller and the Buyer.

With the exception of any complaints for late delivery or for failures to deliver Products that may be blamed on Vestiaire Collective, it is up to the Seller to respond to any claim or complaint regarding the Products that they have advertised online, their description and the comments of any User about the Product Page, and/or the dispatching and delivery of the Products by the Seller (whether or not this delivery shall have taken place as part of the sale, the exchange or the return of the Products), and any claim or complaint of this kind shall be referred to the Seller, which shall alone be responsible for dealing with same.

### **2. The Buyer's placing of the Order**

The Product Page shall state whether the Product that is offered for sale belongs to and is sold by a Non-Professional Seller or a Professional Seller, which may in some cases be Vestiaire Collective itself. The information concerning the Products is provided by the Sellers in their original language. The original language of the Product Page shall prevail in case of any contradiction or conflict with a translation. Vestiaire Collective disclaims any liability for the translation that is proposed, which shall be provided for information purposes only.

The Prices of the Products that are offered for sale on the Web Site are quoted including tax, but excluding any additional costs (Authentication Costs, Carriage Costs and customs duty) that shall be indicated separately. Certain carriage taxes and customs duties that are in force in some countries may nevertheless be billed over and above these additional costs, as shall be mentioned during the payment of the Order. In any event, all of the costs shall be set out in the summary of the Order, before the Buyer approves it.

The Buyer's confirmation of an Order shall be tantamount to signature of the contract subject to conditions precedent, namely the receipt of the Product by Vestiaire Collective and the positive outcome of the compliance check, if such a check is performed by Vestiaire Collective. Should it not receive the Product or should the outcome of its quality control checks be negative, Vestiaire Collective shall be entitled to cancel the Order and to refund the Buyer.

As an exception to the above, where Vestiaire Collective is itself acting as the Seller of the Products or where the Products are delivered directly by the Sellers to the Buyers, the sale shall be deemed to have been signed upon the Order being placed.

Should a Product ordered by the Buyer be unavailable for any reason whatsoever, after confirmation of the Order, Vestiaire Collective shall get in touch with the Buyer in good time to propose the cancellation of the Order and a refund (if payment has already been made), within thirty (30) calendar days following the confirmation of the Order.

Vestiaire Collective shall be entitled to reject any Order from a Buyer with whom there is an outstanding dispute concerning payment for a previous Order or concerning a Product for which there is a blatant error in the sale Price. In that case, the Buyer shall be informed by e-mail about the measures taken by Vestiaire Collective, which shall then automatically refund the price of the Order if the latter was already paid by the Buyer.

### 3. **The “Make an Offer” functionality**

The “Make an offer” functionality enables Buyers to confidentially negotiate the Price of the Product by sending an offer to the Seller, who may either accept it or reject it, or make a counter-offer to the Buyer.

The price proposed as part of an offer cannot be less than 70% of the Price of the Product, nor higher than the Price of the Product.

### 4. **Authentication Costs**

The Authentication Costs levied by Vestiaire Collective shall correspond to the sum of money paid by the Buyer for each Transaction. The Authentication Costs shall be indicated prior to the confirmation of the Order.

No Authentication Costs shall be invoiced where the Product is dispatched directly by the Seller.

### 5. **Delivery**

#### 5.1. **Delivery options**

The Products may be sent either by Vestiaire Collective or directly by the Seller, where this option is available.

The option for the Seller to send the Products directly shall only be available where the Seller has acquired the status of “Trusted Vendor” as described in the [“Consumer Information”](#) section.

From March 18, 2020 and for an indefinite period of time, the Products will all be shipped directly by the Seller, regardless of its status.

It shall then be up to the Buyer to decide whether to opt for direct delivery. In case of direct delivery, the Products shall not transit via Vestiaire Collective and Vestiaire Collective shall therefore not be responsible for the delivery of the Products.

#### 5.2. **Delivery timescales**

Where Vestiaire Collective itself sells any Products on the Web Site, a delivery date shall be indicated to the Buyers when they place their Orders.

Where Vestiaire Collective is merely acting as an intermediary on behalf of the Seller, the delivery date of the Product to the Buyer shall depend on the date on which Vestiaire Collective receives the Product that is sent to it by the Seller. Vestiaire Collective cannot therefore commit to a fixed delivery date, but the date on which the Product is dispatched shall be at most thirty (30) calendar days after date of the confirmation of the Order by the Buyer.

If a Product is dispatched directly by the Seller, where this option is available, the delivery timescale shall be stated by the Seller.

Should the Buyer purchase a Product that is marked “ready to go”, our team shall dispatch the item that is ordered within 24 working hours, to which one must then add the delivery timescale of the carrier.

### **5.3. Delivery and customs costs**

The Order shall be delivered to the Buyer by a carrier approved by Vestiaire Collective.

The Carriage Costs shall be calculated based on the value of the Products ordered and shall vary depending on the country to which the Orders are to be delivered, save in case of unusual Products or Orders, which shall be subject to different Carriage Costs, that the Buyer shall be duly informed about at the time of placing their Order.

The Carriage Costs may be modified in keeping with the rates charged by the carrier and shall be stated upon placing the Order. The Carriage Costs that are applicable to the Order shall be those that are specified just prior to the approval of the Order.

Any customs duty shall be borne by the Buyer. Upon finalisation of the Order, any customs duty, whose amount shall vary depending on the country of delivery, shall be added to the Price of the Product and the Buyer shall not have to pay anything upon receipt of the Product.

## **6. Consequences of an impossibility to deliver the Products**

### **6.1. If dispatched through Vestiaire Collective**

If it is impossible to deliver a Product to the Buyer, for instance if the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the Buyer, an e-mail shall be sent and a phone call shall be made to the Buyer of the Product. Should there not be any reply, the Products shall be kept at the disposal of the Buyer, at its own risk and expense (including storage and handling costs), for a timescale of six (6) months as of the sending of the follow-up e-mail by Vestiaire Collective.

Should the Buyer wish to retrieve their Product, they must request this by means of a letter sent by registered post with acknowledgement of receipt to Vestiaire Collective at the following address: Vestiaire Collective, 255 boulevard Pereire, 75017 Paris, France.

Should the Product not be claimed from Vestiaire Collective within the abovementioned timescale of six (6) months, Vestiaire Collective shall become the owner of the Product that shall not have been claimed. The Product shall then either be destroyed or donated to charity if its state allows for this, after a last attempt at contacting the Buyer that does not elicit a response within eight (8) days.

### **6.2. If dispatched by the Seller**

If it is impossible to deliver a Product to the Buyer, for instance if the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the Buyer, the Parcel shall be returned to the Seller in keeping with the terms of the carrier selected by the latter.

## **7. Transfer of the ownership of the Products and the risks**

The Products shall remain the property of the Seller, or should Vestiaire Collective be acting as the seller of the Products, of Vestiaire Collective, until Vestiaire Collective shall have received full payment of the Price of the Order from the Buyer, including both capital and ancillary elements (taxes, Authentication Costs, Carriage Costs and any other costs that may be applicable).

The transfer of the risks of loss or damage to a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party that the Buyer shall have commissioned to act on their behalf. The Buyer shall therefore bear the risk linked to any damage caused to the Product after it is received.

## **8. Receipt and checking of an Order**

The Buyer must check (or commission the person who receives the Product on their behalf to check) the apparent state of the packaging of the Product upon receipt, before signing the form tendered by the carrier.

Should there be a visible anomaly (damage, missing Product, damaged parcel or Product, etc.), the Buyer or their representative must imperatively set out precise reservations on the delivery note: indication of the number of missing and/or damaged parcels and/or Products, and detailed description of the damage (open or torn packaging, damaged or missing Product, etc.). It is vital that the Buyer should keep all the elements that were delivered in the state in which they were delivered to it (i.e. with all their accessories, the others items received with these Products in their original condition and the sealed Product form).

The Buyer must retain a copy of the delivery note and must enclose this with the e-mail sent to Vestiaire Collective within seventy two (72) hours following the date of the receipt of the Products, confirming the anomaly.

Where applicable, the return of the damaged Product or Products to Vestiaire Collective must take place in accordance with the terms governing returns that are set out in Article 13 below.

Should the Product have been dispatched directly by the Seller, the damaged Products must be returned to the latter (save in case of counterfeit goods).

The terms of this article are without prejudice of the rights of Buyers to benefit, under certain conditions, of statutory warranties as set forth in article 10 below.

## **9. Terms of payment**

The Buyer must pay the Price, the Authentication Costs, the Carriage Costs and any other applicable costs via the secure payment system of Vestiaire Collective, by bank card, VISA card, Mastercard, American Express card, Cofinoga card, or via the PayPal system or the User's Electronic Wallet opened with LEETCHICORP ([Terms of Use of the MangoPay Service and of Electronic Money](#)).

In order to be able to pay using PayPal, the Buyer must have a PayPal account; the Buyer shall then be subject to the Terms of Use of PayPal, which can be viewed on the web site of PayPal, by selecting the appropriate country on the page that is displayed by [clicking here](#). Please note that PayPal's Terms of Use of may vary from country to country.

Vestiaire Collective enables Buyers to register their VISA and Mastercard card details for payments in GBP and USD and their American Express card details for payments in EUR, GBP and USD. To that end, the Buyer must tick the box "I authorise Ogone to store my financial data in order to avoid having to key it in upon placing further orders with this seller". The payment details shall not be kept by Vestiaire Collective but by Ogone, its payment services provider. The Buyer may subsequently remove any cards that they shall have stored at any point in time and may select a security option enabling the automatic erasure of their bank account details in case of resetting of their password, by visiting the "My Account" page. In this respect, Ogone (INGENICO E-COMMERCE SOLUTIONS) SASU – share capital: €40,000; registered address: 28 boulevard de Grenelle, 75015 Paris, France; registered in Paris, France under no. 435 236 898) shall act as the data controller of the User's payment data.

Vestiaire Collective shall notify the Buyer and the Seller by electronic mail, upon receipt and cashing of the moneys paid by the Buyer.

Checks may however be performed by our partner FIA-NET S.A and/or by the “risks” department of Vestiaire Collective with the Buyer, by telephone, e-mail or post, in order to confirm the Order prior to the sending of the Product and request any additional evidence where need be.

Pursuant to the checks that are performed, the Buyer’s Order may be rejected if the elements provided by the latter are deliberately erroneous and/or fraudulent. In that case, the Buyer shall be informed by e-mail about the measures taken by Vestiaire Collective, which shall automatically refund the Buyer’s payment if the latter shall already have been made.

Depending on the geographical location of the Buyer, and under certain conditions described below, Vestiaire Collective may offer the Buyer a method of payment in three instalments, managed, as the case may be, either (i) by our partner “BNP Paribas Personal Finance”, or (ii) by Vestiaire Collective. The instalment schedule shall be disclosed at the time of placing the Order.

In order to benefit from the option for payment in 3 instalments by “carte CB” card, the Buyer must reside in mainland France or in Monaco and must be an adult as defined by law. The payment must be made using a CB Visa or Mastercard and the credit card used for the payment must have an expiry date that post-dates the date of the 3rd instalment. This service is provided by our partner “BNP Paribas Personal Finance”, a public limited company; share capital: €475 411 827; registered in Paris, France under no. 542 097 902; registered address: 1, boulevard Haussmann, 75318 Paris Cedex 09, France – ORIAS no.: 07 023 128 – Tel.: +33 [0]5 56 55 56 00.

Should the Buyer have an Electronic Wallet registered in their account, they may use it to pay for an order placed on the Web Site, and in case of a shortfall of the balance contained in the Electronic Wallet, they may pay the remainder by Carte Bleue bank card.

## 10. **Statutory warranties**

Under certain conditions, Buyers may benefit from the statutory warranty of compliance and the statutory warranty against hidden defects. Buyers should invoke their statutory warranties against the Seller of the Product.

As to the statutory warranty of compliance: a Non-Trade Buyer who buys Products from a Professional Seller or from Vestiaire Collective has a timescale of two years as of the delivery of the Product to take action for compliance defects affecting the Product. When it comes to second-hand Products, the Buyer is dispensed from having to adduce evidence of the existence of the compliance defect of the Product during the six (6) months following the delivery of the Product. The Buyer may opt between requesting a repair or a refund for the Product.

The statutory warranty of compliance only benefits Buyers who are private individuals and who buy Products from Professional Sellers.

As to the statutory warranty against hidden defects: under this statutory warranty, a Buyer may choose between rescission of the sale or a reduction of the sale price. The Buyer must prove that the hidden defect existed at the time of the sale.

## 11. **Claims and returns**

### 11.1. **Non-receipt or late delivery of a Product**

Should the Buyer not receive the Product within thirty (30) days following the date of the Order, or if Vestiaire Collective sells the Products directly on the Web Site, should the Buyer not receive the Products on the delivery date mentioned upon placing the Order, the Buyer may cancel the Transaction by means of a letter sent by registered post with acknowledgement of receipt to the following address: Vestiaire Collective, 255 boulevard Pereire, 75017 Paris, France, France, provided that it shall first have summoned

Vestiaire Collective, by the same means, to rectify the situation within a reasonable timescale and provided that delivery shall not have taken place within this additional timescale.

Vestiaire Collective shall refund the Buyer within fourteen (14) calendar days following the date on which Vestiaire Collective receives the letter sent by registered post with acknowledgement of receipt informing it about the cancellation of the Transaction.

Should the Buyer receive the Product whereas they have already cancelled the Transaction, they must return the Product to Vestiaire Collective or to the Seller if the Product was dispatched directly by the latter. Vestiaire Collective undertakes to refund the Price of the Product that is returned, the Authentication Costs, the Carriage Costs (in case of return of the Order as a whole) and the cost of returning the Product to Vestiaire Collective, within fourteen (14) calendar days following receipt by Vestiaire Collective or by the Seller of the complete Product in its original condition. These returns must take place in accordance with the terms of article 13 below.

In case of cancellation, the Buyer shall be refunded in cash on the method of payment that they used to pay for their Order, provided that, in each case, Vestiaire Collective shall not suspect that the request for cancellation or for a refund due to total or partial non-receipt of a Product that was ordered was made fraudulently. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the abovementioned terms.

#### **11.2. Detection of non-compliance during the quality control that may be performed by Vestiaire Collective**

The consequences of a Product's non-compliance with the Product Page, as witnessed by Vestiaire Collective, shall depend on the type of non-compliance involved.

If the Product that does not comply with its description in the corresponding Product Page is counterfeit or it is a Product whose sale is prohibited, Vestiaire Collective shall cancel the sale and shall refund the Buyer.

Should the Product comply partly with its description, Vestiaire Collective may, at the Buyer's discretion, either (i) negotiate with the Seller to secure a cut in the Price, or (ii) cancel the sale and refund the Buyer. Should the Buyer and the Seller agree over a Price cut, the latter may take the form of a credit note from Vestiaire Collective, a Purchase Voucher or a payment that is re-credited to the payment card or the PayPal account of the Buyer (as the case may be).

Should the Buyer cancel their Order, they shall be refunded in cash by crediting the bank card used to make the initial payment, or by way of a payment into their PayPal account or their Electronic Wallet if they have one. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the abovementioned terms.

#### **11.3. Detection of non-compliance upon receipt of the Product by the Buyer**

- (i) Case of a Product bought from a Non-Professional Seller:

##### **Should the Product have been dispatched through Vestiaire Collective:**

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by e-mail within fourteen (14) days following the date on which they received the Product.

The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back.

Upon receipt of the Product, Vestiaire Collective shall inspect it to determine whether it is truly non-compliant with the Product Page. If the non-compliance is confirmed, Vestiaire Collective shall refund the Buyer. The refund shall take place by crediting the bank card or the Buyer's PayPal account used to make the initial payment (as the case may be), or the Buyer's Electronic Wallet if they have one, at the Buyer's discretion.

All Products returned by Buyers due to non-compliance with the Product Page must be returned with the sealed form (label) initially affixed by Vestiaire Collective on the Product upon dispatching it.

Should the Buyer receive a counterfeit Product or a Product whose sale is prohibited, they may return the Product to Vestiaire Collective and secure a refund, save in case of fraud on their part.

**Should the Buyer have opted for the Product to be dispatched directly by the Seller:**

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by e-mail within seventy two (72) hours following the date on which they received the Product.

The Buyer must explain to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back to the Seller. Vestiaire Collective shall refund the Buyer upon confirmation of receipt of the Product by the Seller. The eventual refund shall take place by crediting the bank card or the Buyer's PayPal account used to make the initial payment (as the case may be), or the Buyer's Electronic Wallet if they have one, at the Buyer's discretion.

(ii) Case of a Product bought from a Professional Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer shall have the right to raise a claim with the Professional Seller through Vestiaire Collective in accordance with the statutory warranties described in detail in article 10.

Upon making a complaint about a Product that does not comply with its description in its Product Page, the Buyer must return the Product in accordance with the terms of article 13 below.

Professional Sellers hereby acknowledge and agree that should a Product be returned to them by a Buyer owing to non-compliance with its description in the corresponding Product Page or because it does not meet the legal obligations of the Professional Seller, the Professional Seller may not refuse to apply the foregoing terms and must take appropriate action within a reasonable timescale.

Should the Buyer believe that they have received a counterfeit item or a Product whose sale is prohibited, they must alert Vestiaire Collective by e-mail within seventy two (72) hours following receipt of the Product and may return the Product to Vestiaire Collective in order to secure a refund, save in case of fraud on their part.

The provisions of this article shall not cause Vestiaire Collective to be a party to the sale between the Seller and the Buyer. Vestiaire Collective hereby disclaims liability for any failure by a Trade or Non-Professional Seller to comply with their obligations under this article 11 and in particular in the event of the Seller's failure to comply with their obligation to refund the Buyer or pay the latter any other compensation in connection with a Product returned by the Buyer owing to its non-compliance with the Product Page, its being counterfeit or its being a Product whose sale is prohibited.

12. **Right to withdraw in case of a purchase from a Professional Seller**

Where a Non-Trade Buyer based in the European Economic Area buys a Product from a Professional Seller (including from Vestiaire Collective in those cases where the latter sells Products directly on the Web Site), they shall have a timescale of fourteen (14) calendar days following receipt of the Product to exercise their right to withdraw by contacting the Professional Seller. During this period, the Buyer may exercise their right to cancel the Transaction by contacting the Professional Seller, without having to provide a valid reason nor pay any penalties. The Buyer may exercise their right to withdraw even before receiving the Product.

Should the Buyer exercise their right to withdraw within the abovementioned timescale, the Buyer must fill in the withdrawal form appended to these T&Cs. The Buyer may also inform Vestiaire Collective, clearly and unambiguously, about their intention to exercise their right to withdraw, by any other means within the abovementioned timescale.

The Buyer shall have a maximum timescale fourteen (14) calendar days as of notifying their decision to withdraw from the sale, to send the Product back to Vestiaire Collective or to the Seller (should the Product have been dispatched directly by the Seller), in accordance with the terms of article 13 below.

Vestiaire Collective shall thereupon refund to the Buyer (using the same means of payment that the Buyer used to pay for their Order) all the moneys that they shall have paid, i.e. the Price and the standard Carriage Costs (any additional Carriage Costs arising from the Buyer's choice of a more expensive delivery mode, other than standard delivery, shall not however be refunded to the Buyer), and the Authentication Costs, within fourteen (14) calendar days following Vestiaire Collective's receipt of the Product.

The Buyer must return The Product to Vestiaire Collective, at the Buyer's own expense, save in those cases where the Product shall have been sent directly by the Seller to the Buyer. Should Vestiaire Collective not receive the Product covered by the right to withdraw within 14 calendar days as mentioned above, it may arrange to collect the Product from the Buyer, at the Buyer's expense.

The right to withdraw may not be exercised for Products (for instance earrings and other piercing jewellery, underwear or swimsuits) whose hygienic seal was broken after receipt of the Products.

Where a Buyer buys a Product from a Non-Professional Seller, the Buyer does not have any right to withdraw from the sale. However, as an ex-gratia gesture, within 14 calendar days following receipt of the Product, Vestiaire Collective shall allow Buyers who do not wish to keep the Product they bought to resell it on the Web Site. Vestiaire Collective shall not take any commission should the Product that is put up for sale is sold. However, Vestiaire Collective shall bill the Buyers for the costs mentioned below in order to cover the costs of dispatching, packaging and handling the items that are put up for sale on the Web Site. In order to accelerate the process, Vestiaire Collective shall be entitled to refund the Buyer itself and to substitute itself to the Buyer to recoup the refunded moneys from the Seller.

<b>Currency</b>	<b>Price</b>	<b>Resale costs</b>
GBP	1 – 135	9
GBP	136 – 450	23
GBP	451 - 900	45
GBP	>900	90

### 13. **Terms applicable to returns**

#### 13.1. **For all returns**

Any User wishing to return a Product must either issue a request using the FAQ contact form available at <http://faq.vestiairecollective.com>, or call the Vestiaire Collective hotline on +33 [0]9 70 25 37 37.

Returns shall take place via a carrier that is a partner of Vestiaire Collective.

### **13.2. Returns to the Seller**

The Products should be returned to the address indicated by the Seller. Vestiaire Collective disclaims any liability in case of loss or damage of a Product while in transit.

### **13.3. Returns to Vestiaire Collective**

The Products should be returned to Vestiaire Collective at the following address: Vestiaire Collective, 255 boulevard Pereire, 75017 Paris, France. Vestiaire Collective disclaims any liability in case of loss or damage of a Product while in transit.

Any Products that are returned due to a delay in delivery that gave rise to the cancellation of the initial Transaction, must be returned by recorded delivery with acknowledgement of receipt.

Vestiaire Collective draws the Buyer's attention to the fact that it must take particular care of the Products. Vestiaire Collective shall be entitled to reject a return of Products that are damaged or incomplete, or to refund the Buyer minus any moneys due as compensation for the damage caused to the Products (if the damage occurred after their delivery to the Buyer). Moreover, the Buyer shall be liable in case of depreciation of the value of the Products due to any handling thereof other than as required to ascertain the nature, the characteristics and the proper operation of these Products, any deliberate damage, any incident or negligence on the part of the Buyer or of a third party, any use of a Product that is non-compliant with its purpose, any failure to comply with the manufacturer's guidelines or the instructions of Vestiaire Collective, or any modification or repair carried out without the prior agreement of Vestiaire Collective.

Any Product that is returned in a such state that the cost of repair or cleaning is too high relative to the Price of the Product shall not be refunded and shall be kept at the disposal of the Buyer at its own risk for a period of up to six (6) months following

Should Vestiaire Collective not receive a request from the Buyer to recover possession of its Products within six (6) months following receipt of the Products by Vestiaire Collective, Vestiaire Collective shall become the owner of the non-refundable or returned Products (as the case may be) that shall not have been claimed. These Products shall then either be destroyed or donated to charity, if their condition allows for this.

In case of cancellation of an Order by the Buyer within the timescale for withdrawal from a sale mentioned in article 12, if the Order was paid for wholly or partly using Purchase Vouchers, the Purchase Vouchers used for this Order shall be re-credited to the Buyer's account.

## **Miscellaneous provisions**

### **14. Duration and validity**

The Users shall be governed by these T&Cs from the moment that they accept them upon accessing the Web Site or upon registering on the Web Site, and until the cancellation of their account, whether or not they perform any Transactions.

Vestiaire Collective shall be entitled to modify its General Terms and Conditions at any point in time, without notice and without any obligation to justify its decision, without incurring any liability as a result. In case of a significant change of one of the clauses of these T&Cs, the Users who accepted their terms and

conditions beforehand shall have to accept the new version of these T&Cs. The General Terms and Conditions that are applicable shall be those that are in force on the date on which the User uses the Web Site and/or purchases a Product, depending on the nature of the changes made to the General Terms and Conditions.

#### **15. Interruption of the service and rescission**

In case of a failure to comply with one or more of the clauses of these T&Cs (such as in case of a failure to pay any moneys due within the allotted timescales, or a violation of these T&Cs), whether this is witnessed by Vestiaire Collective or gives rise to a justified complaint by other Users, Vestiaire Collective may temporarily interrupt the User's access to the services of Vestiaire Collective, for instance pending a rectification of the contentious situation.

If the violation can be rectified but such a rectification does not take place within two (2) calendar days following the notification of the irregularities witnessed by Vestiaire Collective, Vestiaire Collective shall have the right to permanently bar the User from accessing the services. This irrevocable withdrawal of the User's access shall be preceded by the sending of an e-mail to the User involved, informing them about this impending measure and the reasons for taking it, without any other formalities and notwithstanding any compensation that Vestiaire Collective may claim for any loss or damage that it shall have incurred.

Moreover, Vestiaire Collective may put an end to the services provided, as of right, without prior notification, effective immediately, if the behaviour of the User constitutes a serious violation of these T&Cs, such as, but not limited to: opening several accounts, fraudulent use of methods of payment, attempted fraud, or any other criminal offence. Such a measure shall not give rise to any right to compensation whatsoever from Vestiaire Collective, and the latter shall itself be entitled to claim compensation for any loss or damage that it may have incurred.

Should Vestiaire Collective cancel any Transaction(s), the Users shall be refunded automatically in cash (the sum being credited to the card used for the payment or to their PayPal account)

#### **16. Complaints**

Any User wishing to make a complaint against Vestiaire Collective concerning the Web Site may send a letter to Vestiaire Collective at the address mentioned above, submit a request via the FAQ contact form available at <http://faq.vestiairecollective.com>, or call Vestiaire Collective's hotline on +33 [0]9 70 25 37 37.

#### **17. Mediation**

Should a dispute arise between a User and Vestiaire Collective, Vestiaire Collective recommends that the User get in contact with it in order to try to resolve the dispute amicably. Vestiaire Collective shall inform the User in this respect about the existence of alternative modes of settlement of disputes, such as mediation or arbitration. Vestiaire Collective is a member of France's Fédération du e-commerce et de la vente à distance (e-commerce and mail-order sales federation – FEVAD) which offers a mediation service for e-commerce-related disputes (e-Commerce Mediation Unit of FEVAD, 60 rue la Boétie, 75008 Paris, France – <http://mediateurfevad.fr>). Vestiaire Collective undertakes to comply with the Code of Conduct of e-commerce and mail-order sales of FEVAD.

The User may view these documents at any point in time on the <http://www.fevad.com> web site.

The User may moreover get in contact with the online dispute resolution platform of the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>.

#### **18. Applicable law and settlement of disputes**

These T&Cs are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs.

Should the parties fail to reach an amicable settlement of their dispute, Vestiaire Collective and the User agree to submit it to the jurisdiction of the French courts. Nothing in these T&Cs affects the User's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence.

The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled. nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.

**Withdrawal form**

(please fill in this form and send it back only if you wish to withdraw from the contract)

For the attention of VESTIAIRE COLLECTIVE, 255 boulevard Pereire, 75017 Paris, France.

I hereby notify you about my decision to withdraw from the contract for the provision of the following services:

Purchase from a Professional Seller on the web site of Vestiaire Collective, of the Product whose reference is ....., as part of Order no. ....

Order date:

Name of the User:

Address of the User:

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Date: / /\_

Signature of the User (only in case of a notification of this form in paper version):