

Terms & Conditions of Sale

(« T&C »)

These Terms and Conditions of sale (the "T&C") apply to all sales concluded on the website www.baylandi.com, subject to the specific conditions indicated in the presentation of the products. The use of the Seller's website is solely intended for consumers, aged eighteen years of age or over, purchasing for strictly personal consumption or for the purpose of a reasonable gift (the "Client (s)") and only for delivery in France or the European Union, but excluding the French Overseas Departments and Territories ("Départements et Territoires d'Outre-Mer").

The present T&C in English are for translation purposes only. Only the French version of the T&C referred in French as "Conditions Generales de Vente" are applicable in case of any dispute between the Seller and the Client.

ARTICLE 1: Preliminaries

The www.baylandi.com website is the property of:

- Bayloha S.A.S (the "Seller")
- 76 Avenue Raymond Poincaré, 75116 Paris, France
- Identified under the unique number 883 589 806 RCS Paris
- European VAT N °: FR87 883 589 806
- Email: info@baylandi.com
- Tel +33 1 8362 5687

ARTICLE 2: Essential characteristics of the site, products and orders

Throughout the website, the Seller offers for sale and sells fashion products and accessories listed there.

The Client declares to have read and accepted these T&C prior to placing their order. The validation of the order is therefore a full acceptance of the T&C.

The Seller's products are fashion accessories. They have the advantage of being multifunctional and one of the uses is to be able

to wear it a mask. Nevertheless, the Seller's products are and remain fashion accessories, worn and / or used under the responsibility of their user. They have not been subject to any approval and can in no way be considered as masks with a health protection function. Whatever the circumstances, the Seller cannot be held responsible for any reason whatsoever when it comes to a use of the products which is other than a fashion accessory.

The current T&C apply in the event of orders placed by telephone and following the acceptance of such order by the seller.

The Seller authorizes himself the right to modify the present T&C at any time and those in force on the date of the order are the only valid ones in the relationship between the Client and the Seller.

The images, colors, prints and photos of the articles appearing on the site are indicative, have no contractual value and do not engage the responsibility of the Seller.

The Seller's Consumer Service is available at: customer.service@baylandi.com

ARTICLE 3: Price

The prices of the products appearing on the site are indicated in Euros all taxes and VAT included for any French or European Union Client, unless otherwise indicated on the site.

In the event of an order delivered in a country of the European Union, other than mainland France, the Client is the importer of the products he purchases, unless otherwise indicated on the site.

As the delivery costs are not included in the price, the order form indicates the amount of the delivery costs before any order is placed.

The Seller may also offer a contribution to the transport costs. In this case, it appears on the site and is part of the order.

ARTICLE 4: Availability of products

The products appearing on the site, unless otherwise indicated, are available.

In order to best meet the expectations of Clients, the availability of products is regularly updated on the site.

However, as each product is produced in a limited series, the Seller cannot be held responsible, in the event of unavailability appearing after

the validation of the order. In such a case, the Client will be informed, the purchase will be cancelled (without liability or penalty for the Seller) and, if the amount has already been credited to the Seller's account, it will be refunded as soon as possible.

ARTICLE 5: Order

To place an order on the Seller's site, the Client will choose the products and add them to the basket. To make the purchase, the Client will validate the basket and fill out the order form, indicating their full contact details.

If the Client had to face an absence of response or a slowness in the validation of the order or in the computer connection, it is possible that the product (s) selected (s) is no longer available (s). The Client will have to re-order the product from the start and the Seller cannot be held responsible for this situation.

The Client must choose the delivery box and validate the delivery method chosen.

The Client will explicitly confirm their full acceptance of the T&C, and by doing so the Client also confirm their full acceptance that the products can only be regarded as fashion accessories.

The Client will verify the details and the total amount of the order. The Client will correct any errors before validating the order.

After the validation of the Client's payment, the Client will receive an e-mail confirming his order on the e-mail address that the Client has indicated when creating his Client's account. The sale will then be considered final (subject to the provisions of article 4 above and subject to the right of withdrawal or return policy).

The transfer of ownership of the product only takes place after the full payment of the Client's order.

The costs of internet access to access the Seller's site remain the responsibility of the Client.

ARTICLE 6: Delivery

The Seller is responsible for delivering the products in mainland France including Corsica and Monaco, as well as in the European Union but excluding the DOM-TOM. Delivery takes place at the address indicated by the Client.

The Seller can offer several delivery methods. They vary depending on the quantity and speed of delivery.

Delivery times, if specified, are for reference only. They may change due to various factors such as the availability of the Seller's carrier, the order processing time, traffic restrictions, transport restriction due to health reasons, etc.

ARTICLE 7: Payment terms

The Client can make all his purchases on the Seller's site by Paypal or bank card (Visa, Mastercard and American Express as well as cards of the CB or carte bleue network) issued in a country of the European Union area.

The Seller requires full payment of the order at the time of placing.

When paying online, the Client must indicate the number of his bank card, its expiry date and the 3 digits written on the back of it (4 digits on the front of the American Express card).

The Seller wishes to reduce and avoid any fraud on credit cards and has set up a secure online payment via the 3DSecure protection system of BNP Paribas Bank.

ARTICLE 8: Right of withdrawal – Return Policy

In accordance with the provisions of articles L 221-18 and subsequent articles of the French Consumer Code, the Client has a right of withdrawal and must exercise the right to return the goods within a period of fourteen (14) days after having received the product (s). The Client has neither to provide reasons nor to pay penalties, except the return costs of the product(s) to the Seller.

The right of withdrawal does not apply for products produced according to the specific indications of the Client and for products personalized by the Client.

Also excluded from the right of withdrawal are products which cannot be returned for reasons of hygiene or consumer health protection.

Within the aforementioned 14-day period, the Client will inform the Seller by email (return@baylandi.com) that the Client is exercising its right of withdrawal for the product or products purchased and will return the products within the same period of 14 days after receiving the order. The Client will be using the withdrawal form available online at the following link: <https://baylandi.com/img/cms/formulaire-retractation.pdf>

Products must be returned to the following address: Baylandi, Bayloha SAS, 76 Avenue Raymond Poincaré, 75116 Paris, France. The Client is responsible for paying the return costs and remains responsible for proof of return to the Seller. The Seller recommends that the Client use a registered shipment for any return of products.

In order for the returned product to be marketable again, the Client agrees to return the products to the Seller in their original packaging (box, tissue paper, labels etc.) and in perfect condition. Returned products that have been clearly used, worn, damaged or soiled cannot be refunded. The products will then be returned to the Client.

ARTICLE 9: Conditions and deadlines for reimbursement

The reimbursement of the amount paid by the Client will be made at the latest within 14 days of the date on which the Seller receives the returned product (s).

The Client will be reimbursed using the same means of payment used as that used by the Client during its initial transaction. An email will be sent to the Client indicating the reimbursement made by the Seller.

By applying the stipulations of Article L221-24 of the French Consumer Code, the Seller will reimburse the standard delivery costs even if the Client has chosen a more expensive delivery method. In the case of the purchase of several products and if the right of withdrawal is applied to part of the products purchased only, the transport costs will not be reimbursed since at least one product will have been kept by the Client.

ARTICLE 10: Guarantee and right of return of the product - After-sales service

The Client benefits from the legal guarantee of conformity resulting from article L217-4 of the French Consumer Code which provides in particular that:

“The seller is required to deliver goods that comply with the contract and is liable for any lack of conformity existing when they are delivered. ”

The warranty is applicable to products with a defective character.

In the event of a lack of conformity, the Seller agrees that it is possible to replace the product or repair it, within one month and free of charge unless the cost is obviously disproportionate. The Seller specifies that its product references being sold in limited editions, it will not always be possible to replace a product with a given reference by a product with the same reference.

In the event of a failure in the performance of the Seller's obligation or in the event of a major defect, the Seller agrees to reimburse the Client for the full price paid or part of the price if the Client wishes to keep the product.

ARTICLE 11: Complaints and questions from the Client

Any complaint or question from the Client should be sent by post to the following address Baylandi, Bayloha SAS - 76 Avenue Raymond Poincaré 75116 Paris - France or electronically to contact@baylandi.com.

The Client may also leave a message on the CONTACT page of the Seller. An email by return will confirm the good receipt of his email.

ARTICLE 12: Intellectual property

The structure and all the content of the Seller's site, including texts, comments, images, photographs, logos, videos, illustrations are the exclusive intellectual property of the Seller (subject to the rights of third parties). Furthermore the Baylandi House of Scarf brand and the models of products appearing on the website whether they have been registered or not are the property of the Seller and all the rights are reserved.

Any reproduction or use in any way whatsoever and on any medium whatsoever of the above elements is strictly prohibited.

The ban applies in all circumstances and on all platforms including social networks.

ARTICLE 13: Liability - Force Majeure

In accordance with article 1147 of the Civil Code, the Seller has a contractual liability as regards to the Client in the event of non or defective performance of the contract concluded.

However, the contractual responsibility of the Seller cannot be engaged in the situations mentioned below:

- Force majeure;
- Foreign event that cannot be attributed to it;
- Delays or failures of our manufacturing, logistics or hosting website management partners and payment made on the website;
- The photographs / illustrations / images and videos on the Seller's site have no contractual value. They cannot therefore engage its responsibility.

ARTICLE 14: Personal data - Client identification

As part of opening a Client account, the latter will then be able to view their orders. The Client may also have access to his personal data in order to modify or delete them.

In order to manage the Client's order quickly, the Seller will request that the Client fill out a form with the following mandatory data:

Title, first and last name, full invoicing and delivery address, country, phone number, email address and creation of a password.

The Client authorizes the Seller to use his personal data for the management and follow-up of orders placed by him as well as, if necessary, for the receipt of emails from the Seller in connection with promotional or other messages from him.

The Client authorizes the Seller's logistics and banking partners to use his personal data for the execution and monitoring of orders placed by him.

The Seller will ensure that the Client's personal information will follow privacy guidelines.

The Client may request at any time, in writing, to know, rectify or cancel the content of his personal data. In such a case, the Client will write by postal mail to the Seller's postal address appearing in the section "preliminaries" or by email to contact@baylandi.com.

ARTICLE 15: Invalidity of an article

If one of the stipulations of the current T&C should incur the nullity in whole or in part, this will not affect the rest of the T&C.

ARTICLE 16: Competent jurisdiction and applicable law

These T&C are exclusively subject to French law and any dispute between the Client and the Seller will similarly be subject to French law. Only the competent courts of Paris are competent in the event of litigation. Prior to any litigation, the parties will seek an amicable route, including through mediation if necessary.