

BAYLOHA S.A.S. – 76 avenue Raymond Poincaré, 75116 Paris, France (« Baylandi »)
Effective immediately - Last updated: September 4th, 2020.
For further information, please contact: customer.service@baylandi.com or via WhatsApp
+33 7 60 97 85 20.

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Baylandi's personal information practices on this Site are governed by Baylandi's Privacy Policy. Click here to see separate Privacy Policy (see "[Privacy Policy](#)"). Please review this privacy policy and print a copy for your records.

8. TESTIMONIALS

If you submit to us or post a testimonial, comment, review, suggestion, or any work of authorship (collectively a "Submission") to us, including, without limitation, Submissions about our products or services, such Submission will not be confidential or secret and may be used by us in any manner. By submitting or sending a Submission to us, you: (i) represent and warrant that the Submission is original to you, that no other party has any rights thereto, and that any "moral Rights" in such Submission have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such Submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

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11.2 OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO ONE DOLLAR (US \$1.00).

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YOU WILL INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF: (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHTS OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OR MISUSE OF THE SITE.

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13.4 If you know of, or suspect, copyright infringement, please go to the “[Contact Us](#)” section found in the footer of the Site, complete the contact form with your message and send or send us directly an email at: contact@baylandi.com

13.5 This Agreement will be governed by the laws of the State of New York, USA. The exclusive jurisdiction and venue for any claim, action or dispute with us or relating in any way to your use of this Site will be in the competent courts of Paris, France. All parties to this Agreement waive their respective rights to a trial by jury.

13.6 We may send notices to you with respect to your use of this Site by sending an email message to the email address listed in your Account Information, by sending a letter via mail to the contact address listed in your Account Information, or by posting a note on this Site when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

13.7 No failure by us or you to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers by us will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy.

13.8 The section headings are for convenience only and will not be used to interpret this Agreement.

13.9 Any provision of this Agreement which by its nature is intended to survive the termination of this Agreement will survive such termination.

13.10 General Contact Information. For questions regarding our products or this Site please go to the “[Contact Us](#)” section found in the footer of the Site and complete the contact form with your message and send.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

TERMS OF PURCHASE FOR PURCHASERS RESIDENT IN THE USA

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THESE TERMS OF PURCHASE CONTAIN WARRANTY AND LIABILITY DISCLAIMERS. BY USING THIS SITE AND PLACING AN ORDER, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS OF PURCHASE WITHOUT ANY RESERVATIONS, MODIFICATIONS, ADDITIONS, OR DELETIONS, AND WHETHER OR NOT YOU HAVE READ THEM. IF YOU DO NOT AGREE TO THE TERMS OF PURCHASE CONTAINED HEREIN, YOU ARE NOT AUTHORIZED TO PLACE AN ORDER.

1. ORDERING PROCESS

All advertisements on the Site are invitations to purchase and not offers to sell. Baylandi reserves the right, at its sole discretion, to accept or reject the order once the order form has been completed and submitted.

Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your account. Such e-mail is a confirmation that your order has been received by Baylandi but does not constitute acceptance of your order. Baylandi reserves the right at any time after receipt of your order to accept or decline your order for any reason and Baylandi will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that Baylandi rejects the order, Baylandi will have no obligation to fulfill your order and you will have no obligation to pay Baylandi for the order. In case a payment has been made while the order is rejected, you will be reimbursed.

2. AVAILABILITY

The purchase of products on the Site is subject to availability. In the event that Baylandi advises you that such products are no longer available, Baylandi will have no obligation to fulfill your order and you will have no obligation to pay Baylandi for the order. In case a payment has been made while the order is rejected, you will be reimbursed. This Site only ships products to addresses in continental / mainland USA (excluding shipments to Alaska). We cannot ship to PO Boxes or APO/ FPO military addresses. All shipments are made from France, where all of our products are made.

3. PRICE

You agree to pay Baylandi the amount set out as the “TOTAL” in your order summary as part of the “Payment” step (the “Fee”). The Fee is quoted in Euro and notably includes a contribution to shipping, handling and custom duty.

Baylandi is considered as a “remote seller” for the State you live in and therefore you are responsible for handling all applicable state and local use sales taxes if and where applicable.

Prices are subject to change.

4. METHODS OF PAYMENT

When placing an order, your billing address must correspond to the address of your credit card, otherwise we will not be able to process your order. Gift cards and gift certificates will not be applicable on the Site. On the Site (including its mobile version), you may pay for your purchase using a valid VISA, MasterCard or PayPal and you authorize Baylandi to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped and Baylandi will have no obligation to fulfill your order.

5. SHIPMENT

Your order will be shipped to the mainland U.S. delivery address specified by you during the order process. Baylandi is not responsible for any loss of the products following shipment from Baylandi’s or its shipper’s or other agent’s facilities to your delivery address.

6. RETURNS

Products purchased on the Site may be returned for full refund to our return address in France (this address will be communicated to you in response to your sending the information email hereunder to: return@baylandi.com) within fourteen days (14) from receipt (or from first presentation if you have not collected the products on such date of first presentation), inside their Baylandi gift box, to insert in a postal box, accompanied by the original or a copy of the sales receipt (except personalized items and Made-to-Order items which are not eligible for returns).

Within the aforementioned 14-day period, you will inform Baylandi by email (return@baylandi.com) that you are exercising your right of return using the return form available on the site or by sending an email with the same content (see “[return form](#)” on the Site).

All products returned (including the Baylandi gift box) for refund must be in perfect saleable condition.

You agree to return the products to Baylandi in their original packaging (box, tissue paper, labels etc.) and in perfect condition. The refund shall occur once the returned products are received by Baylandi. Returned products that have been clearly used, worn, damaged, cleaned or soiled cannot be refunded.

All refunds may only be made in the same currency and to the same bank account as the original purchase.

In case you return only part of the products that were delivered and keep one or more products, we will not refund your participation in the contribution to shipping, handling and custom duty.

You are responsible for paying the return costs (freight pre paid) and you remain responsible for proof of return to Baylandi. Baylandi recommends that you use a trackable and insurable shipping method for any return of products.

7. PASSWORDS

You are responsible for the security of your account and password. Baylandi will not be liable for any damages and expenses arising out of or relating to any unauthorized use of such password.

8. PRIVACY

Baylandi's personal information practices on the Site are governed by Baylandi's Privacy Policy (see "[Privacy Policy](#)"). Please review the Privacy Policy and print a copy for your records.

9. CHANGES TO TERMS OF PURCHASE

Baylandi may at any time modify these Terms of Purchase and will post a copy of the amended Terms of Purchase on its Site (see "Terms of Use and Terms of Purchase for USA users and purchasers").

10. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL BAYLANDI BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT.

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TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AND

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11. APPLICABLE LAW

This Agreement will be governed by the laws of the State of New York, USA. The exclusive jurisdiction and venue for any claim, action or dispute with Baylandi or relating in any way to your use of the Site or a purchase made on the Site will be in the competent courts of Paris, France. All parties to this Agreement waive their respective rights to a trial by jury.

12. GENERAL

Except for the Terms of Use which govern your use of the Site, these Terms of Purchase along with your purchase order/invoice are the entire agreement between you and Baylandi with respect to any purchase made by you on the Site and supersede all previous agreements, understandings and representations relating thereto. No failure by Baylandi to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of this Agreement or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of this Agreement, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. Baylandi will not be liable for any delay or failure to perform any of its obligations under these Terms of Purchase if such delay or failure is due to causes beyond its control. You may not assign these Terms of Purchase to any third party without the prior written consent of Baylandi. These Terms of Purchase will be binding upon and will inure to the benefit of (i) you and your heir, executor, administrator and other legal representatives; and (ii) Baylandi and its successors and assigns. In the event of an inconsistency between the Terms of Use and these Terms of Purchase, the wording in these Terms of Purchase will prevail.

13. PRODUCT PURCHASE LIMITATIONS

To ensure better service and better availability of our products, Baylandi limits the quantity of products that can be purchased as follows: no more than 4 products per transaction.