

en.aromaKids.fr – General terms and conditions

PREAMBLE

These terms are concluded between, on the one hand, the Belgian SA ORCHIS, RPM Brussels BE 0435.645.410, located at 1180 Brussels, Avenue Kersbeek 308, hereinafter referred to as "ORCHIS," and, on the other hand, individuals wishing to make a purchase through the ORCHIS website <http://www.aromakids.fr>, hereinafter referred to as "the user."

Parcel shipments can territorially take place outside of Belgium.

These conditions exclusively concern consumers. The User who wishes to make a purchase on the Site declares to have full legal capacity. Any person under incapacity, notably within the meaning of Article 1123 and following of the Civil Code, cannot in any way make purchases on the Site. The consultation of the Site and the services it offers are then under the responsibility of their legal representative. This legal representative is obliged to comply with these provisions. In any case, when transmitting personal data, the legal representative must complete the registration form himself or expressly authorize the person he represents to complete said form, with the provisions concerning personal data as provided for in Article 9 below naturally applying.

The parties agree that their relationship will be governed exclusively by this contract, to the exclusion of any conditions previously available on the site. If a condition were to be missing, it would be considered governed by the customs in force in the distance selling sector whose companies have their registered office in Belgium.

ARTICLE 1 - OBJECT

These conditions apply to online sales in the Belgian and Luxembourg territories of the items offered for sale by ORCHIS. They aim to define the sales terms between ORCHIS and the user, from order to payment and delivery.

They regulate all the necessary steps for placing an order and ensure the follow-up of this order between the parties to the contract. The parties agree that their relationship will be governed exclusively by this contract, to the exclusion of any conditions previously available on the site.

ARTICLE 2 - ORDER

The user has the option to place an order online based on the references on the site. The order can only be recorded on the site if the user has clearly identified themselves. Any order constitutes acceptance of these general

terms and conditions of sale, as well as the prices (see Article 5) and the description of the items sold.

ORCHIS undertakes to honor orders received on the website only within the limit of available stock of items. If the item is out of stock, ORCHIS may deliver a similar item with equivalent or superior characteristics and at an equivalent price.

Within 24 hours after placing your order, ORCHIS will send you a confirmation email for your order to the email address you provided.

ARTICLE 3 - DELIVERY

The user has the option to have the items delivered either to their home or to the address of a third party or to a Post Office Point (exclusively in Belgium). ORCHIS undertakes to make deliveries of ordered items as quickly as possible. The average delivery times for available items are 3 to 7 days.

For parcel pick-ups at Post Office Points, a valid ID is required. Otherwise, the ordered items cannot be delivered.

Your parcel is kept at the Post Office Point for 10 days; after that, it is returned to us. Any delivery problem (missing or damaged item) must be reported to us within 48 hours at 0477/991.768. The corresponding returned item must then reach us within 14 days after receipt, requesting an exchange or refund.

Shipping costs (shipping and delivery) are entirely the responsibility of the consumer, regardless of the delivery zone.

ARTICLE 4 - PAYMENT TERMS

When validating the order, you choose one of the following payment methods (all are entirely secure: the server is in encrypted mode, and all conveyed information is coded. Nothing is transmitted in clear on our site).

- By CREDIT CARD: You provide your Visa or Mastercard number, the control number, and the expiration date. The debit occurs after billing your items, according to the terms agreed with your bank.
- Via your PAYPAL account.

In any case, ORCHIS reserves the right to refuse any order or delivery in case of:

- existing dispute with the User
- total or partial non-payment of a previous order by the User
- refusal of payment authorization by credit card institutions

ARTICLE 5 - PRICES/USE OF THE SITE

The prices of our items are guaranteed until December 31 of the current year. ORCHIS reserves the right to adjust its prices in case of changes in VAT rates. ORCHIS expressly reserves the right to modify and/or rectify its prices during invoicing to take into account any computer or display error related to distance selling over the Internet.

ORCHIS guarantees that the elements, services, and features made available to the user, if used in accordance with the instructions given, are substantially in compliance with generally accepted standards, and that the software and all elements created by ORCHIS and made available to the user comply with the rights of third parties and, in general, are not unlawful.

ORCHIS is generally bound by an obligation of means. ORCHIS will in no case be held responsible for any direct or indirect damages incurred by the user in the use of the website and/or its content. Similarly, ORCHIS is only responsible for its own fraud or gross negligence. It is not responsible for the fraud or gross negligence of its employees, principals, and generally of its subcontractors and agents.

The user will also hold ORCHIS harmless from any claims in either of the following cases:

loss of opportunities or business income related to the operation or non-operation, or the use or non-use of the website, or the content therein or to be found there;

illegal or unauthorized intrusion by any third party into the Web server;

introduction of a computer virus into the Web server or on the website;

temporary bandwidth congestion;

interruption of the Internet connection service for a cause beyond the control of ORCHIS.

The user agrees that the elements/features/graphic charts, etc. offered on the website may evolve. Thus, some functions will be deleted, and others added without the user being able to make any particular claim.

Likewise, ORCHIS will decide alone on the opportunity to include/remove any content presented on the website. Finally, ORCHIS reserves the right, at any time and for any reason, to modify or temporarily or permanently interrupt all or part of access to the website without having to inform the user in advance.

This will be the case, for example, in the event of maintenance of the website or significant modification of the services and/or features offered. ORCHIS cannot be held responsible for any direct or indirect damage related to a modification, suspension, or interruption of access to the website, for any reason whatsoever. N.B.: unless otherwise stated, price reductions offered by

ORCHIS are only valid during the period indicated from the date of publication of the offer.

ARTICLE 6 - RETURNS/EXCHANGES/WARRANTIES

If one of your items is not suitable, ORCHIS undertakes to exchange it or refund you, provided that the item is in its original packaging and that the reasons for return are clearly indicated on the document to be attached to the parcel. The processing and payment fees remain due even in the case of a complete return of the parcel. TIP: To make it easier for you when you return an item, ORCHIS offers to refund you directly by bank transfer to your bank account. To benefit from this practical, safe, and fast service, simply provide your IBAN account number on the dispatch note accompanying the returned items, and we will make the transfer as soon as possible.

Any return must be made within 14 days by returning the prepaid parcel to ORCHIS 308 Avenue Kersbeek, B-1180 Brussels, Belgium.

The User must have the proof of reshipment validated by the Post.

Damaged or soiled items cannot be returned.

In case of abusive returns, ORCHIS reserves the right to refuse a subsequent order. If the product cannot be replaced, you will receive a bank check for the value of your purchase price.

ARTICLE 7 - SIGNATURE AND PROOF

Any user of the site who is not a holder of a customer account must follow a registration procedure allowing them to obtain their customer number. In any case, the final validation of the order implies the user's acceptance of it in its entirety and at the price indicated. This validation constitutes a signature and express acceptance of all operations carried out on the site. The user has the right to notify the seller that they waive the purchase without penalty and without giving any reasons within 14 working days from the day after the delivery of the product.

ARTICLE 8 - LIABILITY

ORCHIS only has an obligation of means for all stages of access to the site, the ordering process, delivery, or subsequent services. ORCHIS's liability cannot be engaged for all inconveniences or damages inherent in the use of the Internet, including service interruption, external intrusion, or the presence of computer viruses, or for any event qualified as force majeure according to jurisprudence.

The ordered items are delivered by the usual postal services or carriers. ORCHIS therefore declines all responsibility in the event of excessively long delivery times due to postal services or means of transport, as well as in the event of loss of ordered items or strikes. The risks of transport are borne by the user, who must make the usual claims to postal services or to the carrier.

Moreover, it is specified that the ownership of the ordered items will only be transferred to the User upon full payment of the invoiced price, including shipping costs (shipping and delivery).

ARTICLE 9 - PRIVACY POLICY

ORCHIS reserves the right to collect data on the user, notably when they place an order or through the use of cookies (a small file sent by an Internet server, which is stored on the hard drive of your computer. It keeps track of the visited website and contains a certain amount of information about this visit).

All personal data is intended for the internal use of ORCHIS.

This data will not be communicated to third parties under any circumstances.

In accordance with the Law of December 8, 1992, concerning the protection of privacy with regard to the processing of personal data, you have the right of access and rectification of this data at any time, as well as the right to object if you no longer wish to be informed of our activities.

To do this, write to us at ORCHIS - Privacy, 308 Avenue Kersbeek, 1180 Brussels, Belgium, specifying your contact details.

Additional information regarding the protection of privacy in computerized processing can be obtained from the public register (Privacy Protection Commission, Rue Haute 139, 1000 Brussels or on the website <http://privacy.fgov.be>).

LINKS AND SITE CONTENT

The ORCHIS site contains links to sites that do not belong to it. ORCHIS cannot be held responsible for the content of these sites or the consequences of your use of them.

The information disseminated on our site is regularly updated and verified. However, ORCHIS cannot be held responsible for errors or possible direct or indirect damages that may result from your access or use of this site, or damage or virus that could affect your computer or other computer equipment. In accordance with the law of January 6, 1978, the user has the right to access and rectify data concerning them.

ARTICLE 10 - INTELLECTUAL PROPERTY

The user acknowledges and accepts that the ORCHIS trademark, the rights to the models of ORCHIS items, and, more generally, all intellectual property rights related to ORCHIS items are and will remain the exclusive property of ORCHIS. ORCHIS items cannot be reproduced in any way without the express and prior authorization of the company ORCHIS.

Furthermore, all elements of the ORCHIS site, whether visual or sound, including the underlying technology, are protected by copyright, trademarks, or patents and more generally by intellectual property. They are the exclusive property of the company ORCHIS.

The information, logos, designs, trademarks, models, slogans, graphic charts, and, in general, advertisements and their content, etc. accessible through the website are protected by intellectual and/or industrial property law.

Unless expressly authorized by ORCHIS and/or the concerned third party, the user is not authorized to modify, reproduce, rent, borrow, sell, distribute, or create derivative works based in whole or in part on the elements present on the website. It is therefore prohibited (and the user cannot grant permission to others) to copy, modify, create a derivative work, reverse the design or assembly, or in any other way attempt to find the source code, sell, assign, sublicense, or transfer in any way any right related to the website and its content. The user is expressly referred to the national provisions relating to the protection of databases and computer programs and more particularly to the laws of August 31, 1998, relating to the legal protection of databases and June 30, 1994, relating to the legal protection of computer programs.

The user who has a personal website and who wishes to place, for personal use, on their site a simple link directly referring to the homepage of the aromaKids site (<http://www.aromakids.fr>), must necessarily request permission from ORCHIS.

In this case, it will not be an implicit affiliation agreement.

On the other hand, any hypertext link referring to the aromaKids site and using the framing or in-line linking technique is strictly prohibited.

In any case, any link, even tacitly authorized, must be removed upon simple request from the company ORCHIS. They are the exclusive property of the company ORCHIS.

ARTICLE 11 - NULLITY

In the event that one of the clauses of this contract is null and void due to a change in legislation, regulation, or a judicial decision, this would in no way

affect the validity and compliance with these general terms and conditions of sale.

ARTICLE 12 - DURATION

These conditions apply for the entire duration of the online services offered by the company ORCHIS.

ARTICLE 13 - PROOF

The computerized records, kept in the computer systems of the company ORCHIS and its partners under reasonable security conditions, will be considered as evidence of communications, orders, and payments made between the parties.

ARTICLE 14 - PRESERVATION AND ARCHIVING OF TRANSACTIONS

The electronic records stored in the computer systems of the company ORCHIS and its partners under reasonable security conditions shall be considered as evidence of communications, orders, and payments between the parties.

ARTICLE 15 - DIVERS

The items sold by ORCHIS comply with the description and presentation given on the website. Unless there is a contractual or legal provision to the contrary, any transaction between ORCHIS and the user, not contested within one month of delivery, cannot give rise to a complaint.

ARTICLE 16 - LOI APPLICABLE ET COMPETENCE

These conditions are subject to Belgian law, excluding conflict of laws rules. In case of a dispute, Belgian law applies, and only the courts of the judicial district of Brussels have jurisdiction.