

## 1. Preamble

www.en.sessun.com (hereinafter the "**Site**") is published by Sessùn SAS, a company with capital of €60,192, whose registered office is located at 1 rue du Capitaine Dessemond, 13007 Marseille, France. The company is registered with the Marseille Trade and Companies Register under number B 429 204 282 and holds EU VAT number FR35429204282.

In accordance with Article L. 541-10-13 of the French Environmental Code, Sessùn SAS is registered in the French national register of producers under the following unique identification numbers:

- **Textiles (Textiles, Household Linen & Footwear):** Refashion FR218850\_11BKDL
- **Packaging:** Leko 1645786221969

These identifiers demonstrate that Sessùn SAS complies with its Extended Producer Responsibility (EPR) obligations and pays its eco-contributions.

These general terms and conditions of sale (hereinafter the "**GTC**") apply to all purchases of products offered for sale on the Site (hereinafter the "**Items**"), selected by any consumer purchaser for their own needs (hereinafter the "**Customer**") via the Site's electronic ordering service (hereinafter the "**Order**") from Sessùn SAS (hereinafter "**Sessùn**"). They are permanently accessible on the Site.

Sessùn reserves the right to adapt or modify these GTC at any time. The version of the GTC applicable to any transaction is the version published online on the Site at the time of the Order.

Any Order placed implies unconditional acceptance of these GTC. Acceptance of these GTC is confirmed by clicking on the acceptance button provided for this purpose before any Order is confirmed, the terms and conditions of which are specified below.

The GTC constitute the entirety of the contractual relations between the parties and shall prevail over any other document exchanged between the parties, regardless of when such document may have been sent to Sessùn. Any special terms and conditions that deviate from or supplement the GTC must be accepted in advance and in writing by Sessùn.

## 2. Scope and purpose of the Items

The sale of Items on the Site is exclusively reserved for retail sale to consumers acting for their own personal needs and residing in the delivery areas listed in Article 6 of these GTC.

Under no circumstances may the Site be used by professional sellers, whether individually or collectively, regardless of how their products are marketed (online marketplaces, shopping centres, intermediaries, physical stores, etc.). Professional sellers should contact the Sessùn sales department directly.

The Customer acknowledges and accepts that Items may only be purchased in quantities consistent with the normal needs of an individual consumer. This applies both to the number of Items in a single Order and to the number of individual Orders placed for the same product compared with the quantity typically purchased by an average consumer. Sessùn reserves the right to refuse an order that has clearly been placed by a professional seller.

Sessùn reserves the right to close any customer account and, consequently, to refuse any sale to a Customer where there is a legitimate reason, including, in particular, the following cases:

- Failure to pay in full or in part for one or more previous Orders;
- - Fraudulent, abusive or malicious use of the Site;
- Failure to comply with any of the Customer's obligations set out in the GTC.

The Customer will be informed of the closure of their customer account and the deactivation of their username and password by email.

Similarly, the Customer may at any time inform Sessùn by email of their wish to close their customer account.

### **3. Availability and presentation of the Items**

The Items are available for purchase while they are displayed on the Site. Such offers are subject to the availability of stock. Computer-system update errors may occur in exceptional circumstances. In the event of partial or total unavailability of an Item after an Order is placed, the Customer shall be informed by email as soon as possible. The Order will be cancelled in whole or in part, as applicable, and Sessùn will refund the amount paid by the Customer for the unavailable Item (including shipping costs if the order is cancelled in its entirety) no later than fourteen (14) days following such cancellation, via the same payment method used to make the purchase.

Sessùn takes the utmost care to present and describe the Items in a way that provides the Customer with the best possible information. However, it is possible that minor errors and/or slight variations, particularly due to colour rendering by computer screens or internet browsers, may appear on the Site, for which Sessùn cannot be held liable.

### **4. Orders**

Placing an Order on the Site is subject to compliance with the various steps that the Customer must follow in order to confirm their Order.

The Customer selects the Item(s) and, where applicable, the size and quantity they wish to purchase, then clicks on "Add to cart". When the Customer wishes to confirm their Order, they must click on "Place order" on the "Cart" page. The Customer then selects their delivery address and delivery method. The price for each delivery method is shown at this stage.

A detailed summary is then displayed (price including VAT, quantities and delivery fees). The Customer may modify their Order and correct any errors at any time prior to payment. The Customer then pays for the Order by selecting the payment method and filling in the required fields.

The Order is then placed and may not be amended, without prejudice to any returns or the application of the guarantees set out below. Upon receipt of payment for the Order, Sessùn will send a confirmation email summarising the Order (Items, prices, quantities, etc.). The Order and invoice are available in the "My Account" section.

### **5. Prices and payment terms**

The sale prices of the Items are shown in the legal currency of the Customer's country of residence, which is determined when they access the Site. Unless otherwise stated, these prices include all taxes (VAT included at the rate in force in the country of billing). For certain specific markets, such as Switzerland and the United States, prices are displayed and invoiced inclusive of all taxes, including local taxes and import customs duties. Customers residing in Switzerland or the United States shall therefore not incur any additional customs duties or taxes upon delivery of their Order. For all other destinations outside the EU, prices are exclusive of tax and are invoiced FOB (Free On Board) from Paris. In this case, customs clearance fees, customs duties or local import taxes shall be borne exclusively by the Customer.

These prices do not include shipping costs, which are charged separately. These charges are detailed before the Customer places the Order and are mentioned separately in the Order summary. The total price of the Order (including all taxes and shipping costs) is shown on the cart page and when the Order is summarised. The various shipping methods are listed on the Site in the "Delivery" section. The Customer chooses the shipping method when placing the Order.

While Sessùn reserves the right to modify its prices at any time, the Items will be invoiced based on the prices in force at the time the Order is placed.

Payment for purchases can be made at the Customer's discretion via the secure Hipay/ApplePay/Paypal or Alma Pay (instalment payment) platforms. Sessùn reserves the right to modify this list or suspend any of these payment methods at any time. The Customer expressly acknowledges that the confirmation of the Order and the provision of their payment details constitute authorisation to debit their account for the total amount of the Order. In accordance with European regulations (Payment Services Directive - PSD2), secure authentication protocols may be activated in order to secure the transaction. The data recorded and stored by Sessùn constitutes proof of the Order and all transactions made. The data recorded by the secure platforms used by Sessùn constitute proof of financial transactions. Sessùn never has access to the Customer's full bank details.

## **6. Delivery**

Delivery can only be made to the countries listed in the "Frequently Asked Questions / Delivery" section.

The Customer may choose from several delivery methods offered during the Order process.

Delivery is made based on the delivery method chosen by the Customer, as shown in the Order confirmation.

Delivery will be made to the address provided by the Customer, which must be either the Customer's residential address, the address of an individual of their choice or the address of a legal entity (their company). Delivery cannot be made to hotels or post office boxes.

Orders are shipped within 24 (twenty-four) hours on average, but this period may be extended to 10 (ten) working days during busy periods such as the launch of new collections or promotional events.

In any event, Sessùn undertakes to deliver orders within a maximum of 14 (fourteen) working days for deliveries to mainland France and 20 (twenty) working days for international deliveries. These time-frames begin on the day after the Order is confirmed.

Subject to the accuracy of the delivery information provided by the Customer, if the delivery deadline is exceeded without justification due to force majeure, the Customer may instruct Sessùn in writing to make the delivery within a reasonable additional period. If the delivery still has not been made by this time, the Customer may then terminate the contract in writing and obtain, within a maximum of 14 (fourteen) days following the date of termination of the contract, a refund of the amount paid for their purchase.

## **7. Right of withdrawal**

The Customer has the right to withdraw from the contract within fourteen (14) days of receiving their Order without having to provide any reason.

The Customer must notify Sessùn of their wish to withdraw from the contract by way of an unambiguous statement indicating their intention to return the Item(s). More specifically, they may

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submit a return request through the Site from the "My Account/My Orders" section by clicking on "Return one or more products" or send the withdrawal form below to Sessùn's head office at the following address: Sessùn - Sessùn - Service Client 1 rue du Capitaine Dessemond 13007 Marseille FRANCE. Sessùn will immediately send the Customer an acknowledgement of receipt of such withdrawal by email.

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### WITHDRAWAL FORM

For the attention of Service Client Sessùn, 1 rue du Capitaine Dessemond 13007 Marseille FRANCE - hello@sessun.com

I hereby give notice of my withdrawal from the contract for the purchase of the goods (Item(s) returned) / for the provision of services (\*) detailed below:

Order date:

Order number:

Name of consumer(s):

Address of consumer(s):

Returned item(s):

Signature of consumer(s) (only if this form is submitted on paper):

Date:

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The Customer must return the Items to Sessùn within 14 (fourteen) days of informing the company of their decision to withdraw. The Item(s) must be returned in their original packaging and in their original condition (new and unwashed) so that they can be resold.

In accordance with exceptions provided for by law, lingerie products such as bodysuits or socks may only be returned if they are returned in their original sealed packaging for reasons of hygiene and safety.

Return shipping costs are covered by Sessùn for customers who have received deliveries in the following countries: Mainland France, Germany, Belgium, Spain and the United Kingdom. Customers in any other country shall bear the full cost of returning the Item(s). If the Item delivered differs from the Item ordered or is damaged, Sessùn will reimburse standard return shipping costs upon receipt of proof of payment.

To make a return, the Customer must follow the process outlined in the "Frequently Asked Questions / Returns and Refunds" section.

Returns from countries outside the European Union must be sent as standard parcels. The Customer must complete the CN23 customs declaration, providing a description of the goods and ensuring that the "returned goods" box is ticked in the "category of item" section. The Customer must also enclose the invoice for the Order in question to demonstrate that the returned goods are the same.

Sessùn will refund you for the returned Item(s) and will reimburse standard outbound shipping costs if the entire Order is returned. In the event of a partial return of an Order consisting of several Items, the

outbound shipping costs shall remain the responsibility of the Customer and shall therefore not be reimbursed. Reimbursement will be made via the same payment method used to pay for the Order, no later than 14 (fourteen) days from the date on which Sessùn becomes aware of the Customer's decision to withdraw. Sessùn may, however, withhold such reimbursement until the Items have been recovered or until the Customer has provided proof that the Items have been shipped, whichever occurs first. The final repayment remains subject to receipt of the Items by Sessùn and verification that they are in perfect condition (New, unwashed and in their original packaging).

## 8. Guarantees and claims

Transport-related complaints and apparent defects: Upon receipt of the Items, the Customer must immediately inspect the packaging and verify that the Items conform to the Order, including their quantity, quality and characteristics. In the event that a parcel is open or visibly damaged, the Customer should raise any reservations with the carrier or refuse delivery altogether. Furthermore, any complaint concerning an apparent defect or delivery error must be sent to customer services by registered letter to Sessùn – 1 rue du Capitaine Dessemond – 13007 Marseille or by email to [hello@sessun.com](mailto:hello@sessun.com) within 15 (fifteen) days of delivery. The Customer must specify and justify the reasons for the complaint in full. No claims will be considered in the event of normal wear and tear, poor maintenance or damage caused by use that does not comply with the instructions provided. In the event of a proven defect, the costs of returning the defective Item and the costs of sending a replacement Item, if applicable, will be covered in full by Sessùn. No returns will be accepted without the agreement of Sessùn, except in cases where the right of withdrawal is exercised.

Legal guarantee: The Items sold are also covered by the legal guarantee of conformity for the goods. Under French law, this guarantee is provided for in Articles L. 217-4 to L. 217-13 of the Consumer Code. The Items are also covered by the warranty against hidden defects in the item sold. Under French law, this warranty is provided for in Articles 1641 to 1648 and 2232 of the Civil Code. In accordance with the applicable legal provisions, Articles L. 217-3 to L. 217-5, L. 217-12, L. 217-13 and L. 217-28 of the Consumer Code, as well as Article 1641 and the first paragraph of Article 1648 of the Civil Code, are reproduced in full below.

**Article L. 217-3 of the French Consumer Code:** *The seller shall deliver goods that comply with the contract and with the criteria set out in Article L. 217-5.*

*It is responsible for defects in conformity existing at the time of delivery of the goods within the meaning of Article L. 216-1, which appear within a period of two years from the date of the contract.*

*In the case of a contract for the sale of goods containing digital elements:*

*1° Where the contract provides for the continuous supply of digital content or a digital service for a period of two years or less, or where the contract does not specify the duration of the supply, the seller is liable for any lack of conformity of the digital content or digital service that becomes apparent within two years of delivery of the goods;*

*2° Where the contract provides for the continuous supply of digital content or a digital service for a period of more than two years, the seller is liable for any lack of conformity of the digital content or digital service that becomes apparent during the period in which it is supplied under the contract.*

*For such goods, the applicable period does not deprive the consumer of his right to updates in accordance with the provisions of Article L. 217-19.*

*The seller is also liable, for the same period of time, for any lack of conformity resulting from the packaging, assembly instructions or installation when the latter was his responsibility under the contract or was carried out under his responsibility, or when the incorrect installation, carried out by the consumer as provided for in the contract, is due to shortcomings or errors in the installation instructions supplied by the seller.*

*This warranty period applies without prejudice to Articles 2224 et seq. of the Civil Code. The starting point for the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity.*

**-Article L217-4 of the French Consumer Code:** *The good conforms to the contract if it meets in particular, where applicable, the following criteria:*

*1°It corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability, or any other characteristic provided for in the contract;*

*2°It is fit for any special purpose intended by the consumer, made known to the seller no later than at the time of conclusion of the contract and accepted by the latter;*

*3°It is delivered with all the accessories and installation instructions that are to be supplied in accordance with the contract;*

*4°It is updated in accordance with the contract.*

**-Article L217-5 of the French Consumer Code:** *I.-In addition to the criteria of conformity with the contract, goods are conforming if they meet the following criteria:*

*1°It is fit for the purpose normally expected of goods of the same type, taking into account, where applicable, any provisions of European Union law and national law as well as any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;*

*2°Where applicable, it possesses the qualities that the seller presented to the consumer in the form of a sample or model, prior to the conclusion of the contract;*

*3°Where applicable, the digital elements it contains are provided in the most recent version available at the time the contract is concluded, unless the parties agree otherwise;*

*4°Where applicable, it is supplied with all the accessories, including packaging, and installation instructions that the consumer may legitimately expect;*

*5°Where applicable, it is supplied with the updates that the consumer may legitimately expect, in accordance with the provisions of Article L. 217-19;*

*6°It corresponds to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, that the consumer can legitimately expect for goods of the same type, taking into account the nature of the good as well as public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling.*

*II.-However, the seller is not bound by any of the public statements mentioned in the previous paragraph if he demonstrates:*

*1°That he was not aware of them and could not legitimately have been aware of them;*

*2°That at the time the contract was concluded, the public statements had been corrected under conditions comparable to the initial statements; or*

*3°That the public statements could not have influenced the decision to purchase.*

*III.-The consumer may not contest the conformity by invoking a defect relating to one or more particular characteristics of the goods, which he was specifically informed deviated from the criteria of conformity set out in this article, a deviation to which he expressly and separately consented when the contract was concluded.*

**-Article L217-7 of the French Consumer Code:** *Defects in conformity that appear within twenty-four months of delivery of the goods, including goods containing digital elements, shall, in the absence of proof to the contrary, be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or of the defect claimed.*

*In the case of second-hand goods, this period is set at twelve months.*

*Where the contract for the sale of goods with digital components provides for the ongoing supply of digital content or a digital service, any lack of conformity that appears:*

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1° During a period of two years from delivery of the goods, where the contract provides for the goods to be supplied for a period of two years or less or where the contract does not specify the duration of the supply;

2° During the period in which the digital content or digital service is provided under the contract, where the contract provides for such provision for a period of more than two years. is presumed to have existed at the time of delivery of the goods.

**-Article L. 217-12 of the French Consumer Code:** The seller is not obliged to comply with the consumer's choice if the request to bring the goods into conformity is impossible or would lead to disproportionate costs, in particular with regard to:

1° The value that the goods would have if there were no lack of conformity;

2° The significance of the lack of conformity; and

3° Any possibility of opting for the other choice without major inconvenience for the consumer.

The seller may refuse to bring the goods into conformity if this is impossible or would entail disproportionate costs, particularly with regard to 1° and 2°.

Where these conditions are not met, the consumer may, after formal notice, pursue compulsory performance in kind of the solution initially sought, in accordance with articles 1221 et seq. of the Civil Code.

Any refusal by the seller to proceed according to the consumer's choice or to bring the goods into conformity shall be justified in writing or on a durable medium.

**-Article L217-13 of the French Consumer Code:** Any goods repaired under the legal guarantee of conformity benefit from a six-month extension of this guarantee.

As soon as the consumer chooses to have the goods repaired but this is not carried out by the seller, bringing the goods into conformity by replacing them will trigger, for the benefit of the consumer, a new period of legal guarantee of conformity attached to the replaced goods. This provision applies from the day on which the replacement goods are delivered to the consumer.

**-Article L217-28 of the French Consumer Code:**

Where the consumer asks the guarantor, during the term of the legal guarantee or the commercial guarantee granted to him on the purchase or repair of a good, for a repair covered by that guarantee, any period of immobilisation suspends the guarantee that was still running until the delivery of the repaired good.

This period runs from the time of the consumer's request for action or from the time the good in question is made available for repair or replacement, if this starting point is more favourable to the consumer.

The guarantee period is also suspended when the consumer and the guarantor enter into negotiations with a view to an amicable settlement.

**-Article 1641 of the French Civil Code**

The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair that use to such an extent that the buyer would not have purchased it, or would only have paid a lower price for it, had he been aware of them.

**-Article 1648, Paragraph 1 of the French Civil Code**

An action arising from redhibitory defects must be brought by the purchaser within two years of discovery of the defect.

Except in the cases provided for in these GTC, Items sold cannot be returned or exchanged.

Summary for all Customers:

When acting under the legal guarantee of conformity, the Customer:

- has a period of two (2) years from the delivery of the goods to take action, except in Spain, where this period is three (3) years;
- is not required to provide proof of the existence of the lack of conformity of the goods during the 24 (twenty-four) months following delivery of the goods.

The Customer may decide to invoke the warranty against hidden defects in the item sold. In this case, the Customer may choose between cancelling the sale or reducing the sale price. The action must be brought within two (2) years of the discovery of the defect.

## 9. Liability

Sessùn is fully liable to the Customer for all stages of the order process and for the stages following the conclusion of the contract, whether these obligations are to be fulfilled by Sessùn itself or by other service providers (such as carriers), without prejudice to its right of recourse against them. Sessùn may, however, be exempted from all or part of its liability by proving that the non-performance or improper performance of the contract is attributable to the Customer, to the unforeseeable and insurmountable actions of a third party to the contract, or to an instance of force majeure.

Furthermore, Sessùn cannot be held liable for any inconvenience or damage related to the use of the Internet (in particular, service interruptions, external intrusions, computer viruses or loss of data), except in the event of gross negligence or wilful misconduct, provided that Sessùn has implemented security measures that are consistent with best practice and professional standards.

## 10. Personal data

When registering their personal data, the Customer must ensure that the information they provide is accurate and complete. Sessùn cannot be held responsible for any errors in the recipient's contact details, which may prevent delivery or cause a delay in delivery.

Sessùn collects and processes the Customer's personal data during the registration process for the purposes of managing and monitoring Orders and performing the sales contract. This data is used solely within the framework of Sessùn's commercial relationship with its Customer, in accordance with its [privacy and personal data processing policy](#), which also sets out the Customer's rights in relation to their personal data collected and processed by Sessùn.

For more information on the processing of personal data, please consult the privacy and personal data processing policy before confirming your order.

## 11. Retention of title

The Items ordered remain the property of Sessùn until full payment of the price by the Customer, including the principal amount, costs and taxes. In the event of a payment incident or total or partial failure to pay by the agreed due date, Sessùn reserves the right to reclaim the Items and to take all necessary measures to recover the Items at the Customer's expense and risk.

Notwithstanding the retention of title clause, the transfer of risks of loss and damage to the Items occurs when the Customer (or a third party designated by them) takes physical possession of the Items. Upon delivery, the Customer shall be liable for any damage that the Items may suffer or cause.

## **12. Force majeure**

Sessùn shall not be held liable for any failure to fulfil or delay in fulfilling any of its obligations if such failure is due to force majeure. The fulfilment of the parties' obligations shall be suspended for the entire duration of the force majeure event.

In the event of a force majeure event, the affected party shall notify the other party as soon as possible after its occurrence, by any written means enabling acknowledgement of receipt. If the force majeure event continues for more than thirty (30) days, the affected Order may be terminated automatically, without compensation for either party, by way of written notice. Sessùn will then proceed to refund the Order, in accordance with the terms set out in these GTC.

## **13. Applicable law – mediation – competent court**

These GTC are subject to French law. However, if the Customer is a consumer residing in another country, they also benefit from the protection afforded to them by the mandatory provisions of the law of their country of residence. The selection of French law shall not deprive the consumer of this protection.

In the event of a dispute arising from an Order subject to these GTC, the Customer should first contact Sessùn's customer services department by email at [hello@sessun.com](mailto:hello@sessun.com) or by post to Sessùn's registered office at 1 rue Capitaine Dessemond, 13007 Marseille, France, providing a comprehensive written explanation and justification of the reasons for the complaint and, where applicable, any supporting documents.

If the dispute cannot be resolved directly with customer services or if no response is received within two (2) months, the Customer has the right to seek the assistance of a consumer mediator free of charge (excluding any legal or expert fees) in order to reach an amicable resolution to the dispute with Sessùn. The Customer has one (1) year from the date of their written complaint to Sessùn to submit their request to the mediator. The request must be well-founded and must not have been previously examined by another mediator or court.

The Customer may send their request by post to the Centre de la Médiation de la Consommation de Conciliateurs de Justice (*Consumer Mediation Centre of Court Conciliators*), Sessùn's designated mediator, at the following address: CM2C - 14 rue Saint Jean - 75017 Paris – France or by email: [contact@cm2c.net](mailto:contact@cm2c.net) or online at the following address: [www.cm2c.net](http://www.cm2c.net). For further information on the mediation procedure, consumer Customers may consult the cm2c website (<http://www.cm2c.net>) or contact cm2c directly by telephone at +33 (0)1 89 47 00 14.

The Customer may also use the European online dispute resolution platform set up by the European Commission, accessible at the following web address: <http://ec.europa.eu/consumers/odr/>.

In the event of a dispute relating to an Order or to the application of these GTC, the consumer may refer the matter to the court of the place where they were residing at the time of conclusion of the contract or at the time the damaging event occurred.