CELINE GENERAL TERMS AND CONDITIONS OF SALE
(Telephone Orders, Online Orders Placed in Store and Internet Orders Placed by You)

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Lasted updated: 05/11/2020

CELINE SA manufactures and directly and indirectly markets CELINE products worldwide. Committed to constantly improving the manner in which it responds to the expectations of customers, CELINE has decided to create an e-commerce network in parallel with its network of stores. The products on www.celine.com (the "Website") are sold by CELINE Inc. and we also accept telephone orders through the customer service department set up by CELINE (the "Client Service Center"). Orders made from the Website (including those made while in a CELINE store or directly by consumers away from the store) or by telephone may only be delivered to addresses within the United States (this term being construed as including the 50 states and the District of Columbia, but excluding Puerto Rico, Guam, APO/DPO/FFO addresses and other US territories).

Telephone orders and online orders placed via the Website are subject to these general terms and conditions of sale (the "General Terms and Conditions of Sale"). These General Terms and Conditions of Sale do not apply to purchases made in CELINE stores (unless an online order via the Website placed from a CELINE store). Any order placed via the Website or by telephone (the "Order") which is obviously not a retail sale (e.g., because it exceeds quantities that are normal for personal use) and, more generally, any Order that is fraudulent or presumed as such, shall be deemed null and void by CELINE. CELINE reserves the right to limit the volume of a given article delivered to a single consumer or postal address where permitted by law. Prior to placing an Order, the consumer represents and warrants that the purchase of the products is strictly for personal use and not for resale.

ARTICLE 1: SCOPE OF APPLICATION

These General Terms and Conditions of Sale are applicable to all Orders for CELINE products placed either via the Client Service Center or via the Website, for delivery within the United States only (as previously defined).

These General Terms and Conditions of Sale provide potential purchasers with important information regarding the conditions and detailed methods under which CELINE proceeds with the sale and delivery of the products ordered, and defines the rights and obligations of the Parties in the context of the sale by CELINE of products to the consumer (the "Purchaser").

Before placing an Order by telephone, the Purchaser is urged to consult the General Terms and Conditions available on the Website.

When placing an Order from the Website, the Purchaser, by ticking the relevant box, acknowledges having read these General Terms and Conditions of Sale prior to placing the Order and having accepted them without restriction, such acceptance being under no circumstances conditional on a handwritten signature by the Purchaser.

These General Terms and Conditions of Sale may be retained by any individual who visits the Website by being downloaded and saved as an electronic file and may be printed out. CELINE reserves the right to modify these General Terms and Conditions of Sale at any time and will post the most recent version on the Website. Nevertheless, the General Terms and Conditions of Sale applicable to the Order are those accepted by the Purchaser at the moment of placing the Order.

These General Terms and Conditions of Sale together with the Privacy Policy, Cookie Policy and General Terms and Conditions of Use available on the Website constitute the entire agreement between the Purchaser and CELINE SA and CELINE, Inc.

ARTICLE 2: IDENTIFICATION OF THE SELLER

The products are sold by Celine, Inc., a Delaware corporation with its principal place of business at 598 Madison Avenue, 5th Floor, New York, New York 10022.

ARTICLE 3: INFORMATION REGARDING THE PRODUCTS

Information relating to all CELINE products that may be sold via the Website or by telephone through the Client Service Center is available, with their references, from any CELINE store as well as via the Website. Please note that some exotic products may not be available for sale or delivery in certain states within the United States.

The Purchaser may select one or more products from the range of categories offered on the Website.

CELINE may at any time modify the range of products offered for sale via its Website or by telephone, based, in particular, on constraints linked to suppliers, without prejudice to any Orders placed by the Purchaser.

For any queries relating to the products and their use, any additional questions or requests for advice, the Purchaser may contact the CELINE advisors team by calling Client Service Center on + 1 833 847 4860 (local call charges apply) during the opening hours shown on the Website's "Contact" page only.

ARTICLE 4: ORDERING AND PRE-ORDERING PRODUCTS

Any Order and any pre-order placed entails acceptance of these General Terms and Conditions of Sale, the Privacy Policy, the General Terms and Conditions of Use and the Cookie Policy, without prejudice as to any specific contractual terms and conditions agreed by the Parties.

4.1 Orders placed by phone

Orders can be placed with the CELINE Client Service Center at + 1 833 847 4860 (local call charges apply) between 10 a.m. and 9 p.m. Eastern Time, Monday to Saturday, except bank holidays.

4.2 Orders placed via the Website.

Orders can be placed via the Website at any time.

The Purchaser remains responsible for all telecommunications charges incurred in accessing the Internet and using the Website (for orders placed online away from a CELINE store).

In the event of extended periods of inactivity during a session, any selection of products made prior to such inactivity may no longer be guaranteed. The Purchaser will then be invited to start the selection process over again.
All steps required to complete an Order will be detailed on the Website.

Before giving final confirmation of an Order, the Purchaser will have the opportunity to verify the details of the Order and its total price and to correct any potential mistakes, before then confirming acceptance. Each Order placed entails a payment obligation. In order to give the final validation for an Order, the Purchaser must click on "Purchase".

Once the Purchaser has validated the Order, CELINE then immediately confirms receipt of the Order via email. However, the Order only constitutes an offer by the Purchaser until it is accepted by CELINE. Accordingly, no sale will be considered final until the Purchaser has been sent confirmation of dispatch or a note showing that CELINE has made the Order available for collection. Only those products dispatched or made available for collection will be charged to the Purchaser's agreed payment method.

For Orders delivered via "in-store pickup", the Purchaser will receive an email confirming the Order following the purchase. He or she will then be notified via email when the package is in the selected CELINE store.

CELINE advises the Purchaser to keep a paper or electronic copy of these emails. If these emails are not properly received, the Purchaser is advised to check whether they are in a spam folder. The Purchaser should note that emails are sent to the email address provided by the Purchaser. CELINE cannot therefore be held liable for any error made when entering the relevant email address or if the message confirming that the Order has been dispatched or is available for collection is not received (except if the confirmation email is not received because of CELINE’s misconduct). In such case, the sale will be considered as validated with the exception of cases in which the Order is cancelled by CELINE, particularly in the event of products being unavailable, default of payment or suspicion of fraud.

CELINE will be entitled to charge the Purchaser’s agreed payment method corresponding to the Order:

- For all Orders other than Orders delivered via "in-store pickup": as soon as the Order has been dispatched;
- For Orders delivered via "in-store pickup": as soon as the Order becomes available for collection in the CELINE store selected by the Purchaser (and notified to the Purchaser by email).

Despite the great care taken by CELINE in the presentation of its products on the Website, CELINE cannot guarantee that the actual appearance will correspond exactly to what appears on screen. In particular, colours may vary slightly, particularly due to technical constraints relating to the presentation of colours via computer. CELINE cannot be held liable for non-substantive errors that may occur.

The products being offered for sale by CELINE are those featured on the Website as of the date on which the Purchaser consults the Website and within the limits of the stock available. CELINE reserves the right to withdraw products from sale at any time. If any article is unavailable, the Purchaser will be informed as soon as possible by the Client Service Center and notified that only part of the Order will be delivered or that the Order will be cancelled. If the entire Order is cancelled due to unavailability, CELINE will notify the Purchaser, the Purchaser's Order will be automatically cancelled and the Purchaser will not be charged. If part of the Order is cancelled due to unavailability, the Purchaser’s Order will be revised and the Purchaser will be charged only for the amount corresponding to the available products actually dispatched.

4.3 Ordering products using guest checkout

If the Purchaser doesn’t wish to create an account on the Website, it is also possible to purchase products as a guest via the Website. With this purchasing option, the Purchaser is only required to provide the information necessary for the Order processing.

If the email address used is changed during the course of the order process, the selection of products chosen prior to the change will no longer be guaranteed. The Purchaser will then be invited to start the selection process over again.

An electronic invoice may be accessed by clicking on the link in the email confirming that your Order has been dispatched or is available for in-store pickup.

4.4 Pre-order

Some products identified on the Website may be available for pre-order. A mixed order consisting of currently available products and pre-ordered products is not possible.

Subject to the conditions provided for herein and to the conditions mentioned on the Website page of the products available for pre-order (delivery period and delivery options), pre-orders will be governed by the same processes and conditions as those applicable to Orders.

In case of a pre-order of several products with different delivery dates mentioned on the Website, the latest delivery date will be applicable to the entire pre-order.

Each pre-order placed entails a payment obligation for the Purchaser. A "hold" will be placed on the Purchaser’s credit card for the full amount of the pre-ordered products. The Purchaser's bank account will be debited when the pre-ordered item is actually shipped.

Except as provided in Article 8 for returns and exchanges, and as long as the preparation of the shipment of the pre-order has not begun, the Purchaser will be entitled to cancel his/her pre-order by calling Customer Service. In this case, the pre-ordered products will not be delivered to the Purchaser and the refund will be made without undue delay and within fourteen (14) days following the Purchaser’s call to the Client Service Center.

Due to production constraints, CELINE might have to cancel in some cases a Purchaser's pre-order, in whole or in part. CELINE will inform the Purchaser of such cancellation without undue delay and any hold placed on the Purchaser’s credit card will be released.

4.5 Refusal of orders

Please note that purchases made via the Website are reserved for non-professional private customers, buying for their own personal use (or as gifts to family members and friends), which is why CELINE only sells products in quantities that correspond to the usual average needs of one household. Except where imposing purchase limits is prohibited by law, CELINE reserves the right to refuse or cancel on legitimate grounds any Order in which the number of products or amount to be paid (for one or more combined Orders) appears not to correspond to the usual average use of one household, any Order that might suggest that commercial activity is being carried out by the Purchaser in relation to the products ordered or, more generally, any Order that appears abnormal in CELINE’s reasonable discretion.

Finally, CELINE reserves the right to suspend or cancel the fulfilment of any Order and/or shipping, of any kind whatsoever and at any stage in the process, in the event of payment default or of partial payment of any amount owed by the Purchaser, in case of a payment incident, or in the event of fraud or attempted fraud in relation to the use of the CELINE Website, including in the context of previous Orders.
ARTICLE 5: PRICES OF THE PRODUCTS

Prices of the products are stated in U.S. Dollars but exclude sales, use and other taxes. Unless otherwise specifically stated when the Order is placed via the Website or by telephone, prices do not include shipping costs which are invoiced in addition to the price of the products purchased. Shipping costs will be shown (or notified) before the Order is confirmed by the Purchaser. The various delivery options are set out in the General Terms and Conditions of Sale below and are repeated on the Website. They may be modified at any time by CELINE. CELINE therefore advises Purchasers to check the General Terms and Conditions of Sale featured on the Website on a regular basis. Prices applicable to products sold online via the Website are those in effect at the moment at which the Order is placed by the Purchaser. Prices applicable to products may be modified at any time by CELINE. The Purchaser will be notified of any such modification before placing an Order.

CELINE carries out checks on a regular basis to ensure that the prices applied are correct. However, certain prices may be impacted by an error. If CELINE notes that an error has been made in relation to the price of an Order, the Purchaser will be informed as soon as possible.

CELINE reserves the option to cancel any Order relating to an article for which an error in pricing has been made. If payment has already been made for the Order, the Purchaser will receive an immediate refund corresponding to the amount paid and, if applicable, if the Order has been delivered, this must be returned to CELINE.

Upon confirmation of the Order, the Purchaser will receive written confirmation of the price paid for each of the products, giving details of the price of each article and, where applicable, the shipping costs charged.

ARTICLE 6: PAYMENT TERMS AND CONDITIONS

Payment for purchases made by the Purchaser via the Website can be made:

- using a PayPal account. By choosing payment via PayPal, the Purchaser will be automatically redirected to his or her PayPal account. Once payment via PayPal has been validated, the Purchaser will be redirected to the page confirming the Order on the Website.
- using an Apple Pay account. By choosing payment via Apple Pay, the Purchaser will be automatically redirected to his or her Apple Pay Payment Sheet. Once payment via Apple Pay has been validated, the Purchaser will be redirected to the page confirming the Order on the Website.
- by debit or credit card (Visa, Mastercard, American Express, or JCB).

In this case, the Purchaser’s bank card is debited:

- for all Orders other than Orders delivered via “in-store pickup”: as soon as the Order has been dispatched;
- for Orders delivered via “in-store pickup”: as soon as the Order becomes available for collection in the CELINE store selected by the Purchaser (with notice to the Purchaser).

For Orders placed via telephone with the Client Service Center, payment for purchases made by the Purchaser can be made:

- by bank wire transfer from an account held in the name of the Purchaser and opened in the United States (as previously defined). In this case, CELINE sends the customer an email containing the bank details of the CELINE account to which the transfer is to be made.
- by debit or credit card (Visa, Mastercard, American Express, or JCB).

In this case, the Purchaser’s bank card is debited:

- for all Orders other than Orders delivered via “in-store pickup”: as soon as the Order has been dispatched;
- for Orders delivered via “in-store pickup”: as soon as the Order becomes available for collection in the CELINE store selected by the Purchaser.

For payment by bank card, the Purchaser confirms to CELINE when placing an Order via the Website or by telephone that he or she is the holder of the bank card and that the name featured on the bank card to be debited is indeed the Purchaser’s, and then provides the number and expiry date featured on the front of the card together with the CVC number shown on the back (or front) of the card via telephone or using a secured web page.

For payments made via the Website, checks are carried out online directly with the relevant banking establishments and bodies.

In addition, in order to combat fraud, CELINE carries out processing in relation to risk assessment and fraud prevention for payments made via the Website.

If, for any reason whatsoever (rejection, refusal by the issuer’s payment processing centre, etc.), it proves impossible to debit the amount owed by the Purchaser, the purchasing process via the Website or by telephone will be immediately cancelled.

ARTICLE 7: SHIPPING AND DELIVERY

7.1 General provisions

All products ordered by the Purchaser in accordance with these General Terms and Conditions of Sale will be delivered to the address indicated by the Purchaser as the shipping address for the Order in question (the “Shipping Address”). Information concerning shipping methods may also be obtained from the basket confirmation page, as well as from the Order summary page, prior to payment. Shipping charges are to be added to the total price of the Order and will be disclosed to the Purchaser prior to validation of his or her Order.

CELINE will not ship an Order if it proves impossible to obtain full payment of the price.

Subject to the provisions set out in the preceding paragraph and in section 7.2.1 concerning delivery via “in-store pickup”, products may only be delivered to the customer’s permanent place of residence or workplace in the United States (as previously defined).

The Purchaser may also have products delivered to an individual designated by the Purchaser who has a permanent place of residence or workplace in the United States (as previously defined), for example, when products are purchased as a gift.
No deliveries will be made to freight forwarders, campuses, outlets or PO boxes. Products will only be delivered once payment for the Order has been recorded.

Products ordered will be delivered within the dates indicated by CELINE or, if no information is provided, no more than 30 days after the date of the Order, subject to the price having been paid in full.

Any delays in delivery will be notified to the Purchaser and the Purchaser may have the right to cancel his or her Order.

CELINE also offers the option of shipping to a select stores (delivery via “in-store pickup”).

7.2 Website shipping options

7.2.1 Delivery via “in-store pickup”

The Purchaser has the option to choose shipping via “in-store pickup” when placing an Order and may select a store from the list provided.

The Purchaser is informed via email as soon as the article is available for pickup in the selected store. He or she then has 15 calendar days to collect the article from the relevant store before it is cancelled and reincorporated into CELINE stock (with the price paid for the Order refunded to the Purchaser).

When collecting the article in-store, the Purchaser must show:

(i) the Order confirmation email,

(ii) the bank card used for payment (or the payment confirmation email sent by PayPal),

(iii) a valid, government-issued photo ID. The customer’s identity will then be checked, and a copy of the ID document may be made, to which the Purchaser expressly consents by choosing this shipping method. The store also reserves the right to verify the payment card used to make payment for the Order. The article purchased will then be handed to the Purchaser in exchange for signature of a collection note.

The Purchaser may not send a representative to pick up the article on the Purchaser’s behalf.

When collecting the package, the Purchaser must sign the shipping note for the Order. This note constitutes proof of delivery by CELINE and proof of receipt by the Purchaser regarding the products ordered. No challenge relating to the delivery itself can be made if the package is shown as having been delivered, as evidenced by the records held by CELINE.

7.2.2 Delivery to an address

The package containing the products ordered and paid for is hand-delivered in person to the exact address provided when the Order was placed.

All deliveries will require an adult signature.

Several shipping options are available:

• Express Shipping: Delivery is estimated to arrive within 3 business days from the time that the Purchaser receives a shipping confirmation email. Order must be placed from Monday to Friday before 3pm ET. Orders placed on Friday after 3pm ET, on a weekend, or on a Holiday will be processed the following business day. Some orders may require an additional 24-36 hours to validate and process, which may delay delivery. Some locations in Hawaii and Alaska require also additional transit time. All orders are shipped by UPS. UPS delivers between 9 a.m. and 5 p.m., Monday to Friday.

• Next Day Shipping: Delivery is estimated to arrive from 1-2 business days from the time that the Purchaser receives a shipping confirmation email. Order must be placed from Monday to Friday before 3pm ET. Orders placed on Friday after 3pm ET, on a weekend, or on a Holiday will be processed the following business day. Some Orders may require an additional 24-36 hours to validate and process, which may delay delivery. Some locations in Hawaii and Alaska require also additional transit time. If the purchaser’s zip code is not eligible for Next Day shipping, the Order will be shipped via complimentary Standard shipping and the Purchaser will be reimbursed the Next Day shipping fee. All orders are shipped by UPS. UPS delivers between 9 a.m. and 5 p.m., Monday to Friday.

The Purchaser is notified via email when the package is collected by the carrier and given an exact delivery date. The Purchaser may opt to receive tracking updates via SMS text message by visiting the UPS website.

If nobody is available to sign for the package, the courier will leave a notification and a contact number. The courier will attempt to deliver the package the following business day. After three consecutive delivery attempts, the package will be returned to the CELINE warehouse and the Order will be cancelled and refunded.

7.2.3 Estimated Delivery

Estimated delivery time for the shipping method that the Purchaser selected begins as soon as the Purchaser receives his or her shipping confirmation email.

Estimated delivery time for Orders shipped within the United States (as previously defined) are as stated when the Order is placed. During the holiday period (from November 23rd until December 31st), estimated delivery times may exceptionally vary due to high volume of shipments for carriers.

In any case, deliveries will not take more than 30 days from the date of the Order placement without follow-up communication from CELINE.
7.3 Faults, defects, damaged packages

7.3.1 General provisions

The Purchaser or recipient of the Order should check the appearance of the package and the products at the time of delivery.

In the event of a defect concerning the package (damaged package, opened package, traces of liquid, etc.) or the article(s) ordered (missing article(s), damaged article(s)), the Purchaser or recipient of the Order must then follow whichever of the procedures described below (articles 7.3.2 and 7.3.3.) applies to the condition of the Order or may decide not to accept delivery (in which case the deliveryman will take back the package). The Purchaser or recipient of the Order may neither take recourse against the carrier or CELINE, nor may he or she claim a refund unless he or she has complied with the relevant procedure. Furthermore, if the Purchaser or recipient of the Order refuses the package at the time of delivery, he or she may not recall the package at a later date.

The Purchaser will then be contacted by the Client Service Center as soon as possible to discuss his/her package refusal. If the Client Service Center confirms that an issue occurred in the shipping, the Order will be cancelled, and the full cost of the products contained in the package and all shipping charges will be refunded to the Purchaser.

The Purchaser or recipient of the Order may also call the Client Service Center for details on how to return the damaged article(s). The Purchaser must then comply precisely with the procedure for the return of damaged products as indicated by Client Service Center. If not, the Purchaser will be unable to claim any refund or exchange the products in question.

7.3.2 Procedure for damaged packages

- **Delivery via "in-store pickup"**
  The Purchaser may refuse to accept delivery if, when collecting the parcel or package, he or she notices a defect (damage, package opened, traces of liquid, etc.). In this case, the parcel or package is then kept by CELINE, who will note the defect and refund the Purchaser.

- **Delivery to an address**
  If the Purchaser notes any defect regarding the package (package damaged or opened, traces of liquid, etc.), he or she must leave the parcel unopened, photograph the damaged package immediately and notify the Client Service Center of the damage within seven (7) days of the package’s receipt, either by email at clientservice.us@celine.com or by telephone at +1 833 847 4860 (local call charges apply). The Purchaser must provide the CELINE with the Order number and delivery tracking number, located on the shipping label.

  The reservations noted by the Purchaser or recipient at the time of delivery constitute evidence confirming the existence and scale of the damage.

  The Purchaser must provide precise details in the wording (simply stating “subject to unpacking” is considered to be too general and inaccurate). The package must not be opened. CELINE will then open a claim with UPS. The Purchaser must hold onto the parcel and all of its contents for the duration of the claim.

7.3.3 Procedure for missing or damaged products

The Purchaser or recipient of the Order must, within seven (7) days of the package’s receipt, photograph the parcel with missing contents or the parcel’s damaged contents immediately and notify the Client Service Center of any missing or damaged products by email at clientservice.us@celine.com or by telephone at +1 833 847 4860 (local call charges apply).

CELINE will then open a claim with UPS. The Purchaser must hold onto the parcel and all of its contents for the duration of the claim.

The Client Service Center may ask for information related to the identity of the Purchaser or recipient of the Order and carry out all useful verifications in this context.

ARTICLE 8: RETURNS AND EXCHANGES

Items purchased from the Website or by telephone can be returned for a full refund, at no charge, to CELINE by mail or to any CELINE free-standing store (not to department stores or wholesale distributors) in the United States. Exchanges are possible in-store only.

To be eligible for return:

- Return merchandise must be postmarked or returned to a CELINE store within 14 days from the date of delivery.

- Products must be unused and in sellable condition, with all original tags, accessories and instruction booklets attached (exception: fragrance samples included with the purchase). Items that have been damaged, worn, soiled or altered will not be accepted for return and sent back to the customer. For perfume returns or exchange, the crystal wrapping must remain sealed and not tampered with for a refund or exchange to be accepted.

- Shoe outsoles are extremely fragile. To be eligible for return, they must remain unmarked and in their original condition. To avoid any damage, we recommend trying on the shoes on a clean, carpeted surface.

- Eyewear cannot be returned after frames have been fitted with prescription or replacement lenses.

- Perfume that is not returned in its original packaging, with its clear protective film intact, will not be accepted.

- Personalized and made-to-order items are not eligible for return.

- If the Purchaser is returning an online order that was originally shipped to the US, he or she may not mail the return shipment from outside the US or return it to a CELINE store outside of the US. To return by mail to CELINE, the Purchaser must:

  1. Complete the return form included in his or her order and select a reason code for item(s) being returned. Return merchandise without this form will be sent back to the Purchaser.

  2. Repack his or her item(s) and the return form in the original packaging (with protective wrapping and pillows etc.), Fragrance returns must be mailed to CELINE in the original shipping box, with all original shipping stickers on the package, and using the pre-paid ground shipping label in the order.
3. Paste the pre-paid return shipping label on the parcel. If a return label was not enclosed, the Purchaser may contact the Client Service Center by email at clientservice.us@celine.com or by phone at + 1 833 847 4860. CELINE is not liable for goods returned using any method other than CELINE's pre-paid return shipping label.

4. Drop off the package at a UPS location.

To return to a CELINE store, the Purchaser must:

- Bring his or her online purchase and return form to a CELINE free-standing store (not department stores or wholesale distributors). Fragrance returns are accepted in only some free-standing stores. The Purchaser should (i) contact the CELINE Client Service Center about stores that accept fragrance returns or (ii) return his or her fragrance by mail as indicated above, in the original shipping stickers on the package, and using the pre-paid ground shipping label in the order. PayPal purchases cannot be returned to a CELINE boutique and must be returned exclusively via mail to CELINE (as described above).

To exchange a purchase, the Purchaser must:

- Bring his or her online purchase and return form to a CELINE free-standing store (not department stores or wholesale distributors). Fragrance exchanges are accepted only in some free-standing stores. The Purchaser should (i) contact CELINE Client Service Center about stores that accept fragrances exchanges or (ii) return his or her fragrance by mail as indicated above (in the original shipping box, with all original shipping stickers on the package, and using the pre-paid ground shipping label enclosed in the order) and place a new fragrance order.

The Purchaser should (i) find the nearest store by using the CELINE store locator of the Website. PayPal purchases must be returned exclusively via mail to CELINE (as described above) and cannot be exchanged.

- Return the item(s) via mail for a refund by using the return instructions in his or her shipment and place a new order on the Website. Please note that new orders are subject to merchandise availability. PayPal purchases must be returned exclusively via mail to CELINE (as described above) and cannot be exchanged.

Refunds will be made to the original method of payment, without exception. For in-store returns, the original method of payment must be present for reimbursement.

Shipping costs incurred upon order placement are non-refundable.

In the event the Purchaser elects a return shipping method other than the complimentary return shipping label provided by CELINE, the Purchaser will be responsible for obtaining evidence of the return, with the costs and risks entailed in the return being borne by the Purchaser.

Please note that refunds may take several business days to appear in the Purchaser's bank account, depending on his or her credit card issuer.

The price for CELINE products is not subject to revision once an Order has been confirmed by CELINE. CELINE does not offer price adjustments where products offered at full price are later offered at a reduced price.

ARTICLE 9: DEFECTIVE PRODUCTS

All products offered for sale via the Website or by telephone may be returned by the Purchaser if they are defective free of charge.

ARTICLE 10: CLAIMS – INFORMATION

For any information, claim or question relating to the Terms and Conditions of Sale established by CELINE or to the products themselves, Purchasers should contact the CELINE Client Service Center by phone: + 1 833 847 4860 (local call charges apply). The Purchaser should provide an Order number if applicable.

ARTICLE 11: PROTECTION OF PERSONAL DATA

CELINE gathers personal data relating to the Purchaser and, if applicable, to the recipient of the Order. The end purpose, recipients and conditions under which CELINE gathers and processes personal data are set out in the Website’s Privacy Policy and Cookie Policy.

ARTICLE 12: RETENTION OF OWNERSHIP

CELINE retains full and entire ownership of all products sold up until the payment in full has been processed, including the amount in principal, expenses, taxes and mandatory duties.

ARTICLE 13: INTELLECTUAL PROPERTY RIGHTS

The trademark “CELINE” together with all trademarks, figural or other, and, more generally, all other brands, illustrations, images and logos featured on CELINE products, their accessories or packaging, whether protected by copyright or not, are and shall remain the exclusive property of the company CELINE. Any reproduction, whether total or partial, modification or use made of such trademarks, illustrations, images and logos, for any reason whatsoever and on any support whatsoever, made without express prior consent from CELINE, is strictly prohibited.

Also prohibited is any combination or conjunction with any other trademark, symbol, logo and, more generally, any distinctive mark intended to create a composite logo. This is also the case for any copyright, designs and patents which are the property of CELINE.

The use of all or part of the Website, particularly via downloading, reproduction, communication or representation, for any purposes other than personal and private use for non-commercial purposes, is strictly prohibited. Any person who breaches these provisions is then exposed to the sanctions defined by applicable law including with respect to breach of copyright and of trademark rights.

ARTICLE 14 – SIGNATURE AND EVIDENCE

CELINE acts to ensure that a high level of security is guaranteed in relation to the personal information of its customers. However, the Purchaser also has a role to play in the protection of his or her personal data. In particular, the Purchaser must keep his or her online transactions secure by, for example, never disclosing identifiers (the Purchaser’s email address) and/or passwords to anyone and by changing passwords on a regular basis. CELINE cannot therefore be held liable with regard to the disclosure of any information concerning the Purchaser to any individual having used the Purchaser’s identifier (email address) and/or password. The user of the Purchaser’s identifier (his or her email address) and/or password will therefore be taken as proof of identity and render the corresponding amounts due, once the Order has been validated. CELINE shall not under any circumstances be held liable with regard to the fraudulent use of such information. Provision of a credit or debit card number and the final validation of the Order will be taken as evidence of acceptance of the said Order and render due the amounts committed by the entry of the products making up the Order. The automated registers saved in the IT systems of CELINE and its partners will be considered as evidence proving the communications, Orders and payments made by and between the Parties.
ARTICLE 1: FORCE MAJEURE

The performance by CELINE of all or part of its obligations will be suspended upon the occurrence of an event of force majeure which would impede or delay such performance.

CELINE will inform the Purchaser of the occurrence of any such fortuitous event or event of force majeure within seven (7) days. Should this suspension continue for more than fifteen (15) days, the Purchaser would then have the option to terminate any outstanding Orders, and a refund would then be paid under the conditions set out in article 8 of these General Terms and Conditions of Sale.

ARTICLE 16: LIABILITY

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL CELINE 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. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY.

CELINE’S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO CELINE FOR THE PURCHASE OF SUCH PRODUCTS.

TO THE FULLEST 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, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

ARTICLE 17: DISPUTES - APPLICABLE LAW

These General Terms and Conditions of Sale are governed by and interpreted in accordance with the laws of the State of New York. All disputes arising under these General Terms and Conditions of Sale shall be submitted to the jurisdiction of the competent courts in New York, New York.

If either party decides not to take action against the other party in the event of a breach of any one of its obligations set out within these General Terms and Conditions of Sale, this may not be interpreted for the future as a waiver of the obligation in question

ARTICLE 18: NOTICE TO NEW JERSEY RESIDENTS

Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. The following provisions in these General Terms and Conditions of Sale do not apply to you and are not intended to vary, diminish or alter your rights under New Jersey law. Articles 16 and 17. Specifically, nothing in these General Terms and Conditions of Use limits, varies, diminishes, affects, or otherwise voids or alters your rights under New Jersey law as they relate to dispute resolution, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quite enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright. Your rights regarding these specific provisions will be governed by New Jersey law. In the event of any conflict between these General Terms and Conditions of Sale and New Jersey law, New Jersey law will govern.

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