



**GENERAL CONDITIONS OF SALE LOVE IS LIKE A ROSE E SHOP**  
[www.loveislikearoseparis.com](http://www.loveislikearoseparis.com)

**Article 1 – Application of General conditions of sale**

1.1. The online sale of goods on the site is governed by these General Conditions of Sale ("GCS"). These General conditions are intended to govern the contractual relationship between Love Is Like A Rose L.I.L.A.R trademark and the customer, individual or representative of a legal person, user of this site (the "Customer"). These General conditions specify conditions of ordering, online payment, delivery and management of any returns of Products, which may have been ordered.

1.2. The Customer acknowledges having read the GCS, beforehand and for having accepted them without any restriction, while registering on this Love Is Like A Rose website, according to the procedure indicated on this site. Love Is Like A Rose reserves the right to modify the GCS, by publishing a new version on this site, at any time. The general conditions of sale are applicable to the contractual relations, with those in force on the date of the final confirmation (the "Validation") of the order (the "Order"), to the exclusion of any other method.

1.3. If the Customer does not agree to be bound by the General conditions of sale and comply with all applicable laws, he shall not continue the registration.

**Article 2 – Identification of Seller Love Is Like A Rose brand of the company L.I.L.A.R**

2.1. The company L.I.L.A.R is a simplified joint-stock company with a capital of 500€ whose headquarters are located at 205, rue Saint-Honoré 75001 Paris, France. Its activity is based on the creation and online sale for ready-to-wear, lingerie, shoes and accessories for weddings and ceremony, for men, women, children (« Love Is Like A Rose »).

Information on the company : SIRET 824 247 795 00019

Tel : 01 42 61 36 09

Email : [info@loveislikearoseparis.com](mailto:info@loveislikearoseparis.com)

Intra-Community VAT number: FR 94 824 247 795

2.2. L.I.L.A.R edits the site: Love Is Like A Rose [www.loveislikearoseparis.com](http://www.loveislikearoseparis.com) :

The Site is hosted by the company INFOMANIAK

Rue Eugène-Marziano 25

1227 Genève - SUISSE

2.3. The Site is created by the company : EMAVISTA

Face au 5 quai Marcel Dassault

92150 Suresnes

Email : [emmanuelle@emavista.com](mailto:emmanuelle@emavista.com)

Telephone : 06 61 84 25 10

Web agency and SEO Agency - [www.emavista.fr](http://www.emavista.fr)

2.4. Love Is Like A Rose is a registered trademark

**Article 3 – Registration, Order, Order Validation, Conclusion of Contract**

3.1. Navigation on the site is free.

3.2. Registration of customer on site: the registration on the Site is carried out, prior to any Order by following the procedure of creation of an online account, indicated on the Site. To place an Order, the Customer must identify himself with his email address and password provided during his registration. If the Customer were to forget or lose his password, he may request it again by visiting his account and clicking on "Forgotten password". He will then receive his password via the email address which had been entered during his registration.

A minor (under eighteen (18) years old in France) who is not emancipated or an incapable adult, must

refrain from registering on the Site. If it has been established that the Customer is an unemancipated minor or an incapable adult, Love Is Like A Rose will immediately cancel his registration and any relationship in progress shall be automatically canceled due to the false declaration initially carried out by the Client.

3.3. Order: The Order relates to the products as presented on the Site (the "Products"). The Customer has the opportunity to place his Order online, from the online catalog and using the form therein, for any Product, within the limits of available stocks.

3.4. Summary and modification: any Order error may be rectified and the data entered by the Customer may be modified by the Customer, following the process described on the Site before validating the Order (for example: the Customer may decide to modify the quantity of Products that he wishes to purchase by adding or removing one or more items from his shopping cart). He must accept the terms and conditions in effect, on the date of the Order.

3.5. Validation of the Order by the Customer: to validate the Order, the Customer will have to choose the address, the delivery method and payment through a confirmation (double click) (the "Validation"). Validation of the Order requires payment. The Customer will be able to consult the status of his online Order from his Client space.

3.6. Conclusion of the contract: The contract between Love Is Like A Rose and the Customer is concluded right from the validation of order.

#### **Article 4 – Products**

4.1. On the site, Love Is Like A Rose reserves the right to limit the quantities or the type of Products available without any notice, but also the style, the models and the colors of the described Products, in order to update its offer.

4.2. Textual descriptions of the Products are illustrated through photos. Though, the photos do not enter the contractual field. In this manner, Love Is Like A Rose tries to represent, the Products via the photos reproduced on the Site, as precisely as possible, however color variations may vary, mainly due to the technical limitations of the color rendering, of a computer equipment. A minimal variation in the representation of the Products does not engage the responsibility of Love Is Like A Rose.

4.3 If necessary, the Customer will contact Love Is Like A Rose for any specific request, by phone or via the online contact form on the Site

4.4. The unavailability of a Product, if any, will be notified to the Customer, while entering the Order, indicating that the desired Product is temporarily unavailable. Love Is Like A Rose incurs no liability, in case the product wasn't part of the stock or any unavailability of Products.

4.5. In no case, can Love Is Like A Rose be held responsible for any error, which may occur as a result of a failure, as for the Customer's connection to the site.

#### **Article 5 – Prices, taxes and payment of taxes**

5.1. Price: Love Is Like A Rose reserves the right to modify its prices at any time on the Site but agrees to apply the rates in force, which are mentioned while validating the order, subject to the availability of the Products on that precise date. Prices are given in euros and all taxes are included.

5.2. Delivery costs and additional expenses: the prices do not take into account delivery costs, billed in addition, as additional expenses (customs clearance fees in case the delivery was to be made abroad, bank charges, and any other fees). The amount of delivery charges, which is the responsibility of the Customer, shall be specified before the Validation of the Order. The Customer will first contact the Site, for any delivery is not to be made in the European Union or Switzerland, to arrange delivery at the Customer's expense and thus Validate the Order. Delivery costs may exceptionally be the subject of a special free offer, which shall be expressly indicated before and at the end of the payment process. The telecommunication costs inherent in accessing the Site remain the sole responsibility of the Customer.

5.3. Taxes: the prices takes the applicable VAT into account, on the day of the Validation of the Order and any change of the applicable VAT rate, shall automatically make an impact on the price of the Products of the on-line shop. If one or more taxes or contributions, including environmental, were to be created or modified, upwards or downwards, this change shall be reflected in the selling price of the Products online. Love Is Like A Rose communicates the total amount to the customer, including all taxes and fees that he will have to pay (the Total Inclusive Price, hereinafter "Price including VAT" »).

5.4. Price Accuracy: Love Is Like A Rose carries out regular checks regarding the accuracy of the prices of the Products which appear on the Site. In case of an error which were to result in an insignificant price, Love Is Like A Rose reserves the right to cancel the Order.

5.5 Payment conditions: the payment of the Price including VAT by the Customer is made via credit card, PayPal. In case of payment via PayPal the purchase amount shall be automatically debited from the PayPal account.

Payment by credit card: accepted credit cards are those which belong to the credit card network, Visa, MasterCard. For this purpose, the Customer confirms that he is the holder of the credit card, which is to be debited and that the name on the credit card belongs to him. The Customer communicates the sixteen digits and the expiry date of his credit card and, where applicable, the numbers of the visual cryptogram. The payment of the all included price must be made in a single payment during the Order.

The Customer expressly acknowledges that the communication of the information, related to his credit card authorizes Love Is Like A Rose to debit his credit card, with the amount that corresponds to the price of all the Products, that have been the subject of the Order Validation

In accordance with Article L. 133-8 II section 1 of the Monetary and Financial Code, the commitment to pay, through the means of a credit card is irrevocable. The transaction is immediately charged to the Customer's credit card after monitoring the Customer's data, upon receipt of the debit authorization from the company which has issued the credit card of the Customer.

In the case where the debit of the all-inclusive price remains impossible, the contract shall not be carried out and the Order will be canceled.

Only the full payment of the price has been made; including VAT, this leads to the transfer of ownership in favor of the Customer of the Products ordered.

The Customer may, at his request, obtain the sending of an invoice to the billing address and not to the delivery address, by validating the option provided for this purpose, while placing the Order.

## **Article 6 –Delivery of Order**

6.1. Place of delivery: The Products ordered are up to the Customer, delivered in the European Union, and in Switzerland. The Customer will first contact the Site for any delivery outside the European Union. The Products are delivered to the address indicated by the Customer, while validating the Order. The Customer must ensure the accuracy as it his sole responsibility. In the absence of any indication, or in case of erroneous or incomplete indication by the Customer, Love Is Like A Rose cannot be held responsible for the non-performance or the poor performance, in terms of delivery. Any package returned to Love Is Like A Rose due to an incorrect or incomplete delivery address, shall be sent back at the Customer's expense. In case the Customer refuses to pay these additional costs of redirection, the Order will be automatically canceled, and the price of the Order will be refunded to the Customer's account, after deduction of the incurred shipping costs.

6.2. Terms of delivery: The Products ordered are delivered via a carrier service, chosen by Love Is Like A Rose. If the Customer is absent on the day of delivery, he will be informed of the attempted delivery by the transporter or by Love Is Like A Rose. The Customer may obtain information via the Site.

6.3. Time of delivery: the delivery is made only after the payment confirmation of the Price (all taxes included), by the banking organization of Love Is Like A Rose. Love Is Like A Rose shall honor the Orders validated by the Customer and deliver the ordered products, within 5 to 8 days and 2 to 3 weeks for all orders, which require the manufacture or customization as of from the Validation of the Order, except in cases of force majeure. Love Is Like A Rose shall inform the Customer, in case of any difficulty.

6.4. Check order at delivery: without restriction of the legal provisions, if at the time of the delivery, the original packaging has been damaged, torn, opened, the Customer, or his representative, must then check the state of the articles, on receipt.

## **Article 7 – Return of Products**

7.1. Right of withdrawal: The Customer has a right of withdrawal, which can be exercised within fourteen (14) days from the day after receiving the items. If the period expires on a Saturday, Sunday or a holiday, it is extended until the next working day.

The Customer exercises his withdrawal right, by notifying the professional, that he shall retract, before the expiry of the aforementioned period of fourteen days, (i) by sending the withdrawal form (a copy of which is attached) duly completed and signed, (ii) by sending a declaration expressing without any ambiguity, the desire to withdraw at the following address: 205, rue Saint-Honoré 75001 Paris, France. The Customer may also complete and pass on the withdrawal form or its declaration, via the Site.

The Customer must return the Product(s) no later than fourteen (14) days after the communication of his decision to withdraw. The return of the Product shall take place under the conditions, defined in the article "Condition for returning Products". The direct costs of returning the Products remain the responsibility of Love Is Like A Rose.

Love Is Like A Rose commits to send a return Colissimo order within 45 hours, after receiving the request for exchange or refund via the mail: [info@loveislikearoseparis.com](mailto:info@loveislikearoseparis.com) or by letter to L.ILA.R 205 rue Saint-Honoré.

Love Is Like A Rose will refund to the Customer, by any means of payment, the total amount paid, including delivery charges, within fourteen days (14) from the date on which the latter has been informed about the decision, to apply the right of withdrawal. This refund will be deferred until the date of recovery of the Products or until the Customer shows proof of the shipment, in accordance with Article L. 221-24 of the Consumer Code.

The provisions relating to the right of withdrawal only apply to the Customer, as defined by the Consumer Code, and do not apply to legal persons, in any manner.

7.2. Conditions to return Products: the return of the Product can only be accepted for Products in their original condition, with their original packaging, accessories, notices, labels, etc.

Love Is Like A Rose will not make any refund in case of sweating traces, deodorant, perfume, make-up, muck, any damages may they be small, and will be able to refuse the refund if the Customer declares having already used (except fitting) the Product(s) or if Love Is Like A Rose suspects the latter for having already used (except fitting) the Product(s), even if these are returned within the legal limit of reference (fourteen (14) days) following the communication stating a withdrawal. The Products shall be sent back to the following address: 205, rue Saint-Honoré 75001 Paris, France.

## **Article 8: Guarantees**

8.1. Love Is Like A Rose notifies the Customer that the ensuring compliance of items with the contract, make it possible to formulate an application, under the legal guarantee of conformity or guarantee the defects of the sold item, therefore the Company L.ILA.R located 205, rue Saint-Honoré, 75001 Paris France.

8.2. Love Is Like A Rose can be held liable for defect, if they are not in keeping with the contract, under the conditions of article L. 217-4 and seq. of the Consumer Code but also for the hidden defects of the item, which has been sold under the conditions provided for in articles 1641 and following of the Civil Code.

8.3. Legal guarantee and conformity

When it's about a legal guarantee of conformity, the Customer (i) has a period of two as of from the delivery of the item, to take action, (ii) may choose between the repair or replacement of the property, subject to the conditions Article L. 217-9 of the Consumer Code, (iii) is exempted from furnishing proof of the lack of conformity of the item, during the twenty-four months following the delivery of the item, six month for second-hand goods. The Customer may decide to establish the guarantee against hidden defects of the item which has been sold, within the meaning of Article 1641 of the Civil Code. In this case, he can choose between the resolution of the sale or a reduction of the selling price in keeping with the article 1644 of the civil code.

8.4. Love Is Like A Rose is required to deliver a product which is in keeping with the contract and is liable for any lack of conformity, which may exist at the time of delivery. The latter also responds to the lack of conformity, as a consequence of the packaging (Article L. 217-4 of the Consumer Code). The property should be in keeping with the contract (i) if it suits the expected purpose of a similar item and, if so, it corresponds to the description given by Love Is Like A Rose and has the same qualities as presented to the Customer, through a sample or model and if it presents the qualities that a buyer can legitimately expect, in view of the public statements carried out by Love Is Like A Rose, by the producer or by his representative, mainly in advertising or labeling; (ii) or if it has the features, which has been mutually agreed by the parties or is fit for any special purpose sought by the Customer, made known to Love Is Like A Rose and that the latter has accepted (Article L 217-5 of the Consumer Code).

8.5. In case of lack of conformity, the Customer chooses between repairing and replacing the items. However, Love Is Like A Rose may not proceed according to the Customer's choice, if this choice leads to a cost that is obviously disproportionate, in terms of the other modality, taking into account the value of the item or the significance of the defect. The latter is obliged to proceed, unless impossible, according to the method not chosen by the Customer (Article L. 217-9 of the Consumer Code).

8.6. If the repair and replacement of the item is not possible, the Customer can return the item and get a refund or keep the item and get back a part of the price. The same option is open to the latter (i) if the requested solution, suggested or agreed pursuant to Article L. 217-9 cannot be implemented within one month of the Customer's claim, or (ii) if this solution cannot be without major inconvenience for it to be taken into account, in terms of the nature of the item and the use it seeks. The resolution of the sale cannot however be pronounced if the lack of conformity is minor (article L. 217-10 of the consumer code). The action resulting from the lack of conformity is to be informed within two years as from the item's delivery (L. 217-12 of the consumer code).

8.7. Latent defects: These provisions do not deprive the Customer of the right to exercise the action resulting from latent defects through the Articles 1641 to 1649 of the Civil Code (Article L. 217-13 of the Consumer Code). For any request relating to the legal warranties, the Customer may contact Love Is Like A Rose via the contact form available on the website, by mail or the telephone number mentioned on the first page of the document.

8.8. The aforementioned provisions relating to the legal guarantee of conformity and the warranty for hidden defects only apply to the consumer, as defined by the Consumer Code, and in any case, do not apply to any Moral person. Love Is Like A Rose will therefore not be liable for the guarantee of hidden defects in respect to the legal persons.

## **ARTICLE 9 – Warning**

The sale of items on the Site is exclusively reserved for retail and individuals. Regardless of the matter, the Site cannot be used by professional seller Customers, alone or grouped, and regardless of the marketing means, of their products (marketplaces on the internet, shopping malls, any intermediate, physical stores).

The Customer acknowledges and agrees that the Articles can only be purchased in quantities corresponding to the average needs of a Customer, and in relation to the number of items ordered in a single order or the number of individual orders, respecting the usual amount of an average consumer carried out for the same product. Love Is Like A Rose reserves the right to refuse an order clearly validated by a Professional Sales Customer.

All Customers declare to be informed, in case of lack of reliability of the Internet network, especially in terms of relative security while passing on data, the continuity isn't guaranteed as for accessing the Site, unsecured performance in terms of volume and speed of passing on data and any spread virus. Love Is Like A Rose warns each customer about the requirement of implementing a solution and security measures within the computer or mobile device, which will prevent from spreading cyber virus.

## **Article 10 – Data**

Love Is Like A Rose strives to use all means to ensure confidentiality and security of all the data which has been transmitted on the Site.

10.1. Registered data by the payment service Sogecommerce: the payment of purchases is made via the secure platform of its partner Sogecommerce. The data is registered and maintained by the Sogecommerce payment service and makes up the proof of the Order and all past transactions.

The banking data registered by Sogecommerce makes up the proof for the financial transactions. As a result, the registered data is intended to remain confidential, except where it can be used as proof for the transactions; which have been carried out.

10.2. Personal data: The collected information, is registered in a file computerized by Love Is Like A Rose, for managing its customers and prospects. These are retained for three years and are intended for the marketing and commercial service of Love Is Like A Rose. In accordance with the law "IT and freedom" the Customer has a right to access, rectify and oppose the processing of data concerning him by getting in touch with Love Is Like A Rose, 205, rue Saint-Honoré 75001 Paris, France, [info@loveislikearoseparis.com](mailto:info@loveislikearoseparis.com).

Love Is Like A Rose informs the Client of the existence of the opposition list as for any telephone solicitation "Bloctel", concerning which he can register here: <https://conso.bloctel.fr>. The Customer has the right to define directives as for the conservation removal and communication of personal data, after his death, by contacting Love Is Like A Rose au, 205, rue Saint-Honoré 75001 Paris, France, [info@loveislikearoseparis.com](mailto:info@loveislikearoseparis.com).

#### **Article 11 – Mediation**

11.1. In case of dispute, the Customer has the right to make free use of a consumer mediator, for the purpose of an amicable resolution. The Customer must first try to resolve the dispute directly with Love Is Like A Rose by sending the latter a written complaint, and making a request to the mediator within one year, from the date

11.2. The consumer mediator of L.ILA.R is FCD, located at **12 rue Euler 75008 Paris** <https://mediateur.fcd.fr/mediateur/>

11.3. The Customer can also use the online dispute resolution platform, established by the European Commission and accessible at the following address :

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>.

11.4. The aforementioned provisions relating to mediation apply only to the consumer, as defined by the Consumer Code, and in any case, do not apply to legal persons.

#### **Article 12: Court of Jurisdiction**

In the absence of an amicable agreement, any dispute relating to the existence, interpretation, conclusion, carrying out or termination of the contract and its appendices, shall be the exclusive jurisdiction of the competent courts of Paris.

#### **Article 13 – Language and Law of Contract**

The language of the contract is in French. The present contract is regulated by French law

To the kind attention of the company

L.I.L.A.R  
205 Rue Saint-Honoré  
75001 Paris, France

Email: [info@loveislikearoseparis.com](mailto:info@loveislikearoseparis.com)

I / we (\*) notify you (\*) hereby my/our (\*) withdrawal for the purchase of the product below :

Ordered on the...../Received on the.....

Name of Consumer(s).....

Address of Consumer(s).....

.....

Signature of Consumer(s)

Date.....