

PARIS

LOVE IS LIKE A ROSE

GENERAL CONDITIONS OF SALE OF THE LOVE IS LIKE A ROSE PARIS SHOWROOM

You are currently in the physical store, hereinafter referred to as « Showroom », of the company SAS L.I.L.A.R, 205 rue Saint-Honoré, 75001 Paris – Siret number 82424779500019, which sells wedding dresses, evening gowns, tailored suits for men and women, ready to wear and accessories (hereinafter known as « the Products »).

These General Conditions of Sale (« GCS ») govern the rights and obligations of the Buyer, consumer, within the meaning of the purposes of the Consumer Code, hereinafter referred to as « Buyer » or « Customer » and the seller hereinafter named « SAS L.I.L.A.R » or « Seller », for all purchases made and paid directly to the Showroom in the presence of the Buyer and the Seller.

The Customer may freely consult the GCS at the Showroom prior to any purchase or on the website of the brand Love Is Like A Rose Paris: <https://www.loveislikearoseparis.com/>
<https://www.loveislikearoseparis.com/>

Article 1 – Scope of application – Modification of General conditions of sale

The Customer states to have obtained all the necessary information from the Buyer, relating to the Products and unreservedly adheres to these Terms and Conditions. The GCS is the support for the contractual relationship between every Customer and the Seller. It is therefore advisable for the Customer to keep a copy.

These terms and conditions apply, excluding any other general sales conditions and any other document issued by the Seller, to all purchases made directly at the Showroom, in the presence of the Buyer and the Seller.

Accepting the GCS means accepting all the GCS clauses and the Client can't choose to apply only part of the GCS or formulate reservations. The Customer, prior to any purchase or order, declares having the full legal capacity to commit, under these Terms.

The Seller reserves the right to modify these Terms and Conditions at any given time. However, the applicable General Conditions of Sale are those in force at the time of rounding off the sale.

In the event that one of the stipulations of these GSC is declared null or inapplicable by the effect of a law or a jurisdictional decision, deriving from a competent court, the other stipulations shall retain their validity and strength, unless one imagines that the GSC are denatured or that it leads to a significant imbalance of the obligations borne by the parties.

Article 2 – Price and features of product

The client recognizes and accepts the fact that he has been informed about the key features of the Products, offered for sale at the Showroom and their price, in keeping with the article L.111-1 of the Consumption Code. The prices of products are mentioned at the Showroom in Euros, including taxes. The prices of the products on sale are displayed and in effect at the time of purchase, excluding any shipping and delivery charges.

The Customer acknowledges and agrees that the Seller offers a customized service or customization of certain Products. As for these customized products, these are made by the Seller at the request of the Customer, the price displayed shall be increased by 25% of the displayed basic price, including all taxes.

The selling prices of the Products may be changed at any time without prior notice. However, the Products will be billed only at the rate in effect, at the time of purchase.

Any shipping costs are the responsibility of the Customer and are charged in addition to the price of the Products, regardless of the amount of the order, depending on the size and weight of the Product, the choice of transporter, the means of sale, shipping, also the destination chosen by the Customer among the transporters offered by the Seller. In the event of a delivery outside of France, that may be subject to any taxes and/or customs duties, these customs duties and taxes, if any, will remain the responsibility of the Customer and shall be the responsibility of the Customer.

The Seller reserves the right to refuse delivery of the Products in certain areas which may be difficult to access for the transporter.

Article 3 – Terms of payment

The Products are payable (COMPLETE AND NON-REFUNDABLE) upon purchase at the Showroom. Payment is made only through the following means of payment:

- Either in cash, up to a limit of 1,000 euros per purchase if the Buyer's tax residence is in France
- By credit card. Signing the credit card ticket is required for any purchase over 1,500€. The final validation of the sale shall occur, when the debit authorization has been given to the Seller. In case of a refusal of the banking establishment, no sale will be concluded.
- Either by check, payable to SAS L.ILA.R or Love Is Like A Rose. Only checks issued by a bank residing in Mainland France, Monaco are accepted. The Seller shall ask the Customer who is making the payment, to prove his identity, by means of an official identity document, valid and bearing his/her photograph (including: national identity card, passport, driving license) in accordance with Article L.131-15 of the Monetary and Financial Code.

The delivered Products remain the property of the Seller until the price has been completely paid. Failure to pay may result in the claim of the Products and the termination of the sale.

Article 4 – Deposit

A deposit of 50% of the total amount of the order shall be requested for any order of a Product.

Article 5 – Payment

The entire invoice must be paid before delivery or at the delivery of the product (subject to delivery)

Article 6- Return - Refund

It shall be expressly reminded, that the Buyer has no legal right of withdrawal, if he/she has purchased the Product in the Seller's Showroom.

For all our customized products, the right of withdrawal cannot apply, in accordance with the provisions of Article L 121-20 of the Consumer Code, as amended by the Ordinance No. 2001-741, dated 23rd August 2001, which stipulates that the withdrawal period is seven (7) days, and the withdrawal is in particular excluded (Article 121-20.2, third paragraph) for contracts for the supply of goods which are clearly customized or manufactured according the consumer's specifications, in particular for customized and non-standard measurement items. Therefore, no withdrawal period shall be granted for custom-made items (specific sizes ...).

Any modification of the Buyer's measurements (slimming, weight gain, change of morphology, etc.) must therefore, and essentially, make the Buyer come to the showroom again and a related addition of the price, which should be specified that the seller cannot not be held responsible for the ordering of a customizable Product which has been, by the fault of the Buyer, manufactured on the basis of a pattern, which has become unsuitable due to the modification of the measurements of the Buyer, which would not have not been brought to his attention.

Article 7- Intellectual Property

The Showroom and all its contents, including but not limited to texts, trademarks, models, logos, graphics, and other distinctive signs are the property of the Seller or third parties having granted a right of use. The latter is protected by intellectual property rights, in accordance with the code of intellectual property. Any modification, representation and reproduction of the whole, or partially, for a use other than a private one, is strictly forbidden, except with the express and prior consent of the Seller. This prohibition applies regardless of the medium, the method of reproduction, representation and/or modification, not to mention duration. As a consequence, the Customer shall refrain from any action that may directly or indirectly infringe the intellectual property rights of the Seller or third parties.

Last but not least, in the event that the Customer is authorized by the Seller to reproduce or represent Products protected by intellectual property rights, the Customer shall make it a point, to respect the Seller's moral rights and mention these as a creator..

Article 8 : Delivery

The Customer makes it a point to withdraw the Products, from the date indicated on the order summary. The Seller shall inform the Customer through all means of communication, in case the order delivery to be postponed.

While withdrawing the Products at the store, the Customer must check the apparent condition of the Products and sign the corresponding « withdrawal form »:

- Or at the place indicated by the Buyer on the order form.
- Or at the place indicated by the buyer on the order form (provided)

Article 9 : Personal data

9.1. Data controller- recipient of the data for the collected data:

Are processed by L.ILA.R, Simplified joint-stock company with capital of 500€, whose headquarter is located at 205, rue Saint-Honoré 75001 Paris, France. The latter's activity is creation and online sales for ready-to-wear, lingerie, shoes and accessories for weddings and ceremonies, male, female, children for the brand « Love Is Like A Rose ». The official details are: SIRET 824 247 795 00019, Tel: 01 42 61 36 09, Email: info@loveislikearoseparis.com

Only certain employees of Customer Services, Technical Support and Authorized Vendor Managers Process Users' personal data for the purposes described in Article 9.2 below. These employees and authorized managers only have access to the data, they require in terms of their duties.

The Seller may also contract with authenticated and reliable subcontractors who may access, host and/or process certain personal data of the Users, on behalf of the Seller, according to the latter's instructions, in keeping with the privacy policy and who guarantee the security and confidentiality of Users' personal data.

As the data controller, the Seller takes all necessary measures, to preserve the security and confidentiality of the data, in particular to prevent damage to the data or to allow unauthorized third parties to access this. To this end, the Seller implements all technical and organizational measures to ensure an adequate level of security, adapted to the risks. Moreover, the Seller ensures that our subcontractors comply with the rules on the protection of personal data.

9.2 Purposes of processing carried out by Seller

The data collected by the Seller is necessary to deliver the products

The Seller may access Users' personal data, preview and share them with authorized third parties, as a response to a legal request (court order or otherwise) or to comply with legal, regulatory, judicial or administrative obligations; detect or prevent fraudulent activities in application and in compliance with the law.

9.3 Loyal collect of personal data– type of data

Your personal data is collected and processed, on the following legal foundation:

- to carry out the sales contract;

- for legitimate interest;
- on the basis of your consent;
- to ensure compliance with our legal and regulatory obligations

Data related to identity: The delivery form is obligatory, to deliver the Products to the Customer's home. The Customer must communicate the following personal data:

- his first name
- his name
- his address
- his telephone number
- his email address
- his wedding date

9.4 Reference of Client Rights

In accordance with Law No. 78-17, dated 6th January 1978, known as the « Data Protection Act », and the General Regulation on the Protection of Personal Data (Regulation (EU) 2016/679 of the European Parliament and of the Council, dated 27th April 2016, known as « RGPD »), each Customer has the following rights:

- right of access
- right of questioning;
- right of rectification;
- right to cancellation - this right may be exercised to the extent that it does not affect the performance of the contract or compliance, with the legal and regulatory obligations of the Seller;
- right to limit one or several processing, of your personal data;
- rights of modification and/or withdrawal, at any given time, of consents concerning the processing of personal data, only based on the Customer's consent;
- right of opposition to a processing of personal data;
- portability right for personal data
- right to lodge a complaint with the Committee of Information technology and Freedom, in case of difficulties.

Concerned about the Customers, the Seller undertakes to respect the protection of personal data and process these requests as soon as possible. The Customer may exercise his rights, subject to proving his identity, by sending an email to the following address:

By letter :

L.I.L.A.R
205, rue Saint-Honoré
78320 PARIS

By email :

info@loveislikearoseparis.com

9.5 Absence of cession of your personal data

Personal data are not transferred by the Seller to third parties.

9.6 Preserving data

The personal data of the Customer is only withheld, for the period strictly necessary for the fulfillment of the purposes, for which they are collected and processed.

Nevertheless, the Customer's personal data is withheld, for a longer period of time, when the legal and regulatory obligations impose it on the Seller.

The Seller undertakes to provide the best efforts and all the means in his possession to ensure the maximum security of the data which is withheld.

9.7 Data transfer

The Customer expressly consents that the data can be passed on to subcontractors of the Seller, located in and outside of the European Union and for hosting data which is processed by the Seller.

The Seller guarantees that these transfers are made under conditions, which ensure the confidentiality and security of data and a suitable level of protection, in compliance with the provisions of Article 68 and 69 of the Data Protection Act and Articles 24 and following of the GDPR.

Article 10 : Responsibility

The Seller shall in no way be held liable for any direct or indirect damage, suffered by the Customer or a third party, who does not report directly, through its sole fact, including any loss suffered as a consequence of inappropriate use of the Product by the Customer. The Seller's responsibility cannot be engaged in case of non-compliance, partial or total, of these GCS by the Customer.

The liability of SAS L.I.L.A.R cannot be implemented, if the non-execution or the delay in the carrying out of one of its obligations described in these general conditions of sale, is due to a case of force majeure. A force majeure here means any external, unforeseeable event, within the meaning of Article 1218 of the Civil Code.

Article 11 : Guarantees

11.1. Warranty against latent defects

The Seller is required to provide the legal guarantee of conformity, referred to in Articles L. 217-4 to L. 217-12 of the Consumer Code and those relating to the defects of the items which are sold, in accordance with Articles 1641 to 1648. And 2232 of the Civil Code.

The Seller is bound by the guarantee for reasons of hidden defects of the sold items, which make them unsuitable for the use for which it was intended, or which reduce the usage to such an extent, that the buyer would not have bought it, or would have given a lower price, had he known the state (Article 1641 of the Civil Code).

The action resulting from the latent defects must be highlighted by the Customer within two years from the date he notices the defect (article 1648 paragraph 1 of the civil code).

The Customer must check at the delivery, an absence of the apparent defect.

If no complaint or reservation has been made by the Customer on the day of receiving the products, the so-called products cannot be returned or exchanged, pursuant to the provisions of Article 1642 of the Civil Code.

In the case of an apparent defect in the Products which have delivered, noted by the Customer on the day of receipt, the Seller undertakes to replace the Products delivered with new products identical to the order. The costs incurred by the resumption and delivery of the new Products are the sole responsibility of the Seller.

In accordance with the provisions of articles 1641 and following the Civil Code, the Seller guarantees the hidden defects of the Products, provided that the Customer is able to present proof of purchase and that the defect was not apparent, did exist at the time of the purchase and therefore made the Product(s) unsuitable for the Customer's use or greatly reduced it.

In the event that the aforementioned conditions are respected, the Customer can opt either for the resolution of the sale or for a reduction of the selling price, in accordance with Article 1644 of the Civil Code.

11.2. Guarantee of compliance

The Seller is liable for any lack of conformity of the Product, in terms of the Order under the legal guarantee of conformity mentioned in Articles L. 217-4 to L. 217-12 of the French Consumer Code.

In accordance with the provisions of Articles L. 217-4, L. 217-5, L. 217-12 and L. 217-16 of the Consumer Code:

- the Seller delivers an item, in accordance with the contract and responds to the lack of conformity which

existed at the time of delivery. He also responds to the lack of conformity resulting from the packaging;

- an item is in keeping with the contract: (1) If it is fit for the customary use of a similar item and, where applicable: - if it corresponds to the description given by the seller and has the qualities that he presented to the buyer of a sample or model; - has the qualities that a buyer can legitimately expect, given the public statements carried out by the seller, the producer or his representative, including advertising or labeling; 2 ° Or has the features, defined through mutual agreement by the parties or is suitable for any special use sought by the Buyer, made known to the Seller and that the latter may have accepted.

- the action resulting from the lack of conformity, shall lapse by two years from the delivery of the item;

- whilst the Buyer asks the Seller, during the course of the commercial guarantee which was granted to him during the acquisition or repair of movable asset, a restoration covered by the guarantee, any period of immobilization of at least seven days is added to the duration of the guarantee, which should be carried out. This period begins on the date of the request for intervention of the buyer or the provision for repair of the property in question, if this provision is subsequent to the request for intervention.

Article 12 : Miscellaneous

In case of a disagreement between the Customer and the Seller, the Customer promises to contact the Seller, via email or letter at the address given above, to try and resolve any dispute, in an amicable manner.

Any dispute related to the interpretation and carrying out of the present general conditions of sale, shall be subject to the French law.

L.I.LA.R., 205 RUE SAINT HONORE 75001 PARIS SIRET 82424779500019

Date:

Signature of Client: