

TABLE OF CONTENT

01 - DEFINITIONS.....	2
02 - PREAMBLE.....	2
03 - WEBSITE INFORMATION AND WEBSITE ACCESSIBILITY.....	2
04 - PRODUCTS.....	3
05 - PRICES.....	3
06 - THE ORDER.....	3
6.1 - Pre-identification.....	3
6.2 - Order registration and validation.....	4
6.3 - Order acknowledgement and follow-up.....	4
07 - PAYMENT TERMS FOR ORDERS.....	4
08 - DELIVERY OF PRODUCTS.....	5
09 - RIGHT OF WITHDRAWAL, REFUNDS AND RETURNS.....	6
9.1 - Time limit and conditions for exercising the right of withdrawal.....	6
9.2 - Conditions for returning the order as part of the right of withdrawal.....	6
9.3 - Refund of Products returned under the right of withdrawal.....	7
10 - LIMITATIONS OF LIABILITY.....	7
11 - PRODUCT WARRANTIES.....	8
11.1 - Legal guarantee of conformity.....	8
11.2 - Legal guarantee against hidden defects.....	8
11.3 - Extracts from the applicable legal provisions.....	9
12 - FORCE MAJEURE.....	10
13 - EVIDENCE.....	10
14 - PARTIAL INVALIDITY AND NON-WAIVER.....	10
15 - INTELLECTUAL PROPERTY.....	11
16 - PROTECTION OF USERS' PERSONAL DATA.....	11
17 - COOKIES.....	12
18 - APPLICABLE LAW AND DISPUTE RESOLUTION.....	12



01 - DEFINITIONS

'Account': means the User's personal space, which can be accessed on the Website.

'General Conditions of Sale' or **'GCS'**: means the present general conditions of sale of the Products on the Site.

'IN CORIO': means the publisher of the Site, IN CORIO, a simplified joint stock company with a share capital of 20,000 Euro, whose registered office is located at 5 boulevard Bineau, 92300 LEVALLOIS - France, registered with the Nanterre Trade and Companies Register under number 838 792 059, and with intra-community VAT number FR55 838792059.

'Parties' means both the User and IN CORIO.

'Product(s)': means all the products offered for sale by IN CORIO on the Website, as well as associated services;

'Customer Service' means the department responsible for processing IN CORIO customers' requests.

'Site': means IN CORIO's web platform for the sale of Products, which can be accessed at www.incorio.com.

'User(s)': means any natural person wishing to make a purchase on the Website.

02 - PREAMBLE

These General Conditions of Sale apply to all orders of Products placed on the IN CORIO Site by Users.

The User declares that he/she is at least 18 years old and has the legal capacity to place an Order on the Site.

The GCS aim to define the terms of sale between IN CORIO and the User, from the order to after-sales services, including payment and delivery. The User must read the GCS prior to any order; the GCS are available on the Site.

The GCS are available in French and English depending on the User's choice.

The Parties agree that these GCS govern their relationship exclusively. IN CORIO reserves the right to modify the GCS at any time. Only the GCS online on the Site on the day of the order are opposable to the Parties. Consequently, placing an order for Products requires the User's prior and unreserved acceptance of the General Terms and Conditions by clicking on the button "I have read the General Terms and Conditions of Sale and I accept them without reservation".

IN CORIO guarantees compliance with any Codes of Conduct applicable in the User's country of residence. Consequently, if a condition of sale were to be lacking, it would be considered to be governed by the practices in force in the sector of distance selling.

03 - WEBSITE INFORMATION AND WEBSITE ACCESSIBILITY

The Site may be accessed by any User of the Internet network on a 24/7 basis, except in the event of scheduled or unscheduled interruption by IN CORIO or its service providers, for maintenance and/or security purposes or in the event of a force majeure (as defined in article 12 below). IN CORIO cannot be held responsible for any damage, of any nature, resulting from the unavailability of the Site.

IN CORIO does not guarantee that the Site will be free from defects, errors or bugs, or that the Site will operate without failure or interruption. In this regard, it may freely and at its sole discretion determine any period of unavailability of the Site or its content. IN CORIO cannot be held responsible for data transmission problems, connection problems or network unavailability.

IN CORIO reserves the right to make changes to the Site, for technical or commercial reasons.

IN CORIO can be contacted by e-mail: "bonjour@incorio.com". Any correspondence will be in French or English.

04 - PRODUCTS

The Products offered for sale are those described on the Site on the day the User consults the Site, according to available stock.

This information is automatically updated in real time. However, an error in the update does not make IN CORIO liable, whatever the origin of the error. As such, IN CORIO cannot be held responsible for the cancellation of an order of a Product due to the exhaustion of stocks.

IN CORIO takes the greatest care in the presentation and description of its Products to provide the User with the best possible information. It is, however, possible that errors may appear on the Site, which the User acknowledges and accepts.

IN CORIO does not guarantee the accuracy or security of information obtained through the Site.

05 - PRICES

The price of the Products is indicated in Euros (€) and all taxes are included. They take into account Value Added Tax (VAT) at the current rate in France at the time of order completion, as well as discounts that are applicable on the day of the order.

This price does not include delivery costs. The delivery charge amount referred to in [article 8](#) will be specified on the order form before validation of the order.

If the User resides outside the European Customs Union, their order may be subject to customs duties and/or taxes (including local taxes, if applicable, which will be collected at the time of delivery and that the User must pay). If applicable, the User will only pay the order amount, excluding taxes.

IN CORIO is not in a position to determine the sum of these fees in advance. We therefore request that the User contacts their National Customs Office for more information.

IN CORIO reserves the right to modify its prices at any time but the Products will be invoiced on the basis of the rates in force at the time of registration and payment of the order, subject to availability.

06 - THE ORDER

6.1 - Pre-identification

For their first order, the User will have to create an Account, which gathers User information on the Site.

In any case, to place an order, the User must identify themselves using their e-mail address and password, both of which were entered when the Account was created.

The User's registration on the Site is validated by IN CORIO after verification of the standard form completed by the User. The User receives a registration confirmation e-mail.

When creating their Account, the User must ensure the accuracy and completeness of the data provided. The User must always keep his personal information up-to-date. In the event of an error in the recipient's contact details, IN CORIO cannot be held responsible for not being able to deliver Products.

If their password is lost or forgotten, the User may request it again by going to their Account and clicking on "Forgot password?". They will then be sent a link to the e-mail address provided when creating their Account to reset their password.

IN CORIO reserves the right to delete the User's Account at any time, in particular in the event of non-compliance with these General Terms and Conditions, prolonged inactivity by the User for more than three (3) years and/or for any other legitimate reason.

6.2 - Order registration and validation

The User will place their order online, through the Site, exclusively.

Order taking on the Site is subject to compliance with the procedure set up by IN CORIO on the Site, including a series of steps leading to the final validation of the order.

The User may select as many Products as they wish, and the Products will be added to the basket. The basket summarizes the Products chosen by the User as well as their prices and any related costs. The User may modify the basket before validating their order.

Order validation constitutes confirmation of the User's acceptance of the GCS, the Products purchased, their price and associated costs. Validation also formalizes the sales contract between IN CORIO and the User.

IN CORIO shall acknowledge receipt of the order in accordance with the procedures described in [article 6.3](#).

Any disagreement with the order from the User will occur as part of their right of withdrawal or through the implementation of the legal and/or commercial guarantees mentioned below.

Despite IN CORIO's best efforts to meet the expectations of its Users, IN CORIO may refuse to process the order for a legitimate reason after sending the User the confirmation e-mail summarizing the Order.

In certain cases, particularly in the event of non-payment or suspected fraud, incorrect address or other problem on the User's Account, IN CORIO reserves the right to block the User's order until the problem is resolved. IN CORIO also reserves the right to cancel or refuse an order in the event of a dispute with the User on a previous order.

If, despite IN CORIO's vigilance, a Product ordered and paid for is unavailable (temporarily or permanently), the User will be informed by e-mail. In the event of permanent unavailability of a Product, it will be cancelled from the order and will be subject to a refund. The remainder of the order will remain firm and final.

For any question relating to the preparation of an order, the User must consult their Account on the Site or contact the Customer Service department mentioned in the Preamble by e-mail.

After the e-mail confirming the dispatch of their order, the User may visit the carrier's site as indicated in [article 8](#).

6.3 - Order acknowledgement and follow-up

IN CORIO will acknowledge receipt of the User's order by e-mail confirmation summarizing the Order (Product(s), price, availability of the Product(s), quantity, etc.). To this end, the User formally accepts the use of electronic mail for order confirmation by IN CORIO.

You can then find all the details concerning your current order, track your refunds, return Products, manage your newsletter subscription, change your contact details, print your order summary, etc. by visiting your Account.

If you wish to obtain a copy of your invoice, you can:

- print your invoice included in the order confirmation e-mail or
- contact us at the Customer Service department e-mail address mentioned in the Preamble.

07 - PAYMENT TERMS FOR ORDERS

The Products are payable in cash at the time of the order.

The User may only pay for their purchases online:

- *by credit card*: Carte Bleue, Visa, Mastercard, American Express. The User's bank account will be debited immediately after the final validation of the order.
- *with their PAYPAL account*: By choosing payment via PayPal, the User will be automatically directed to their PayPal account. Once the PayPal payment is validated, the User can finish their order on the Site. The User's PayPal account will be debited immediately after the final validation of the order.

In Corio

Simplified joint stock company with a share capital of 20,000 Euro
5, boulevard Bineau 92300 - Levallois-Perret
838 792 059 RCS Nanterre

PayPal (Europe) S.à.r.l. et Cie, is a Luxembourg partnership limited by shares, registered with the Luxembourg R.C.S. under number B118349, whose registered office is located at 22-24, Boulevard Royal - L-2449 Luxembourg. For more information, the User is invited to consult the following website: <https://www.paypal.com>.

Any surcharges linked to the use of a foreign bank card on the Site will be the sole responsibility of the User. The latter is therefore invited to contact their banking institution in order to obtain information on any applicable exchange rates and/or commissions.

The User expressly acknowledges that the communication of their credit card number to IN CORIO constitutes authorization to debit their account up to the price of the Products ordered. Where applicable, IN CORIO will send the User an order cancellation notification for non-payment to the e-mail address provided by the User when creating their Account.

The data recorded and kept by IN CORIO constitute proof of the order and of all past sales. The data recorded by PayPal constitute the proof of any financial transaction between the User and IN CORIO.

In any event, IN CORIO undertakes to guarantee the confidentiality and security of the payments made by the User. This is possible thanks to the use of SSL (Secure Socket Layer) and the 3-D Secure payment protocol. In order to avoid any risk of fraud, the User is expressly informed that no banking information will be requested BY E-MAIL.

08 - DELIVERY OF PRODUCTS

The User can obtain more information on the delivery at any time, by clicking on the "OUR ADVICE" tab then "DELIVERY AND RETURNS", which is on the home page of the Site.

When IN CORIO or a carrier appointed by IN CORIO takes care of the delivery of the order, the risk of loss or deterioration of the Products is transferred to the User at the time of delivery.

IN CORIO uses the services of several transport companies to deliver User orders, from Monday to Saturday, depending on the delivery option chosen by the User when validating their order.

Delivery is made in a single parcel to the delivery address indicated by the User, which must be the residential address of the User, a natural person of their choice or a legal entity (e.g. delivery to their business). Delivery cannot be made to hotels or PO boxes.

The agents of the transport company will visit the delivery address indicated by the User in order to deliver their order. In case of absence, the transport company's agents will leave a note mentioning the date they came and the address of the collection point where the User can collect their order on presentation of an identity document.

Items cannot be returned and the User will have a period of fifteen (15) days from the date mentioned on the delivery notice to withdraw their order.

After this period or if delivery is not possible due, for example, to an incorrect delivery address, the order will be returned automatically and the User will be refunded within five (5) days from receipt of the order by IN CORIO.

In mainland France or Belgium, delivery can also be made to a Collection Point, subject to acceptance of the package by the selected Collection Point.

Delivery times to an EU country (including the United Kingdom) are usually between three (3) and seven (7) working days from final validation of the order (subject to availability of Products and the User having communicated the correct data). In any event, the delivery periods shall not exceed thirty (30) days, counting from the first working day after the validation of the order (note that IN CORIO only delivers Products to the following countries: Mainland France, Austria, Belgium, Denmark, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom).

From November 23 to December 31, delivery time may increase by ten (10) days, given the large, extraordinary volume of orders.

IN CORIO cannot be held responsible for delays in delivery that are not its fault or that are justified by a force majeure (as defined in Article 12 below).

The User may follow the delivery stages of his order on the Site under the heading "History and order details" in their Account or by clicking on the link provided for this purpose, which appears in the confirmation e-mail received by the User. They will then be redirected to the website of the transport company where they will be asked to enter their parcel number (which can be found in the confirmation e-mail).

Delivery costs vary according to (i) the delivery method selected by the User at the time of the order, (ii) the total price of the Products ordered and (iii) the delivery address of the order.

Delivery costs are borne by IN CORIO for any order whose total price is greater than 100 Euros and whose delivery address is located in mainland France or Belgium.

Delivery costs are fixed costs indicated in Euros (€) and all taxes included. They are detailed in the table below:

Country of destination	Average delivery times	Total amount of the order	Shipping costs
Mainland France	3 to 5 days (standard delivery)	< €100 purchased	€8
		> €100 purchased	€0
	1 to 3 days (express delivery)	< €100 purchased	€13
		> €100 purchased	€10
Belgium	3 to 7 days	< €100 purchased	€8
		> €100 purchased	€0
Germany, Austria, Spain, Ireland, Italy, Luxembourg, Netherlands, Portugal and United Kingdom	3 to 7 days	Any amount ordered	€13
Denmark, Finland, Norway, Sweden and Switzerland	3 to 7 days	Any amount ordered	€20

When the User lives outside the European Customs Union, they must pay customs duties on receipt of their order, with the goods transiting in DDU (Delivery Duty Unpaid).

In mainland France and Belgium, shipping costs of €13 including taxes will be charged to the User for every delivery as of second return of an order.

09 - RIGHT OF WITHDRAWAL, REFUNDS AND RETURNS

9.1 - Time limit and conditions for exercising the right of withdrawal

In accordance with article L.221-18 of the Consumer Code, the non-professional User has a period of fourteen (14) days from receipt of the order to exercise their right of withdrawal with IN CORIO, without having to justify their decision. However, IN CORIO reserves the right to extend this period.

The right of withdrawal can be exercised by referring to the procedure in the "History and order details" section of their personal space on the Site.

The User can also exercise their right of withdrawal using the form provided for this purpose on the last page of this document.

9.2 - Conditions for returning the order as part of the right of withdrawal

The right of withdrawal can be exercised at no cost.

The User must return the order along with the return form provided by IN CORIO, without excessive delay and, at the latest, within fifteen (15) days following the communication of its decision to withdraw in accordance with Article L. 221-21 of the Consumer Code. However, IN CORIO reserves the right to extend this period.

Beyond this fifteen (15) day period, the sale is firm and final.

IN CORIO only accepts the return of new Products (i.e. intact Products that have not been worn) in their original packaging.

IN CORIO will check each return and reserves the right to refuse the refund in the event of non-conformity (for example, marked leather, scratched soles, etc.). Products returned by the User and deemed non-compliant at the end of the inspection by IN CORIO, will be returned to the User, who must then pay the costs of return.

To make a return, the User must follow the procedure described in the delivered package. For any questions, the User is requested to contact the Customer Service department referred to in the Preamble by e-mail.

When the User lives in mainland France or Belgium, the return of the Products is covered by IN CORIO if the total price of the returned Products is higher than 100 Euros, within the limit of one return per order (beyond the first return, each return will be charged €13 including taxes to the User). For any other case, the User must take their items to a carrier of their choice and must pay the return costs.

When the User does not live in mainland France or Belgium, the User must take their items to a carrier of their choice (for example, the local postal service) and must pay the return costs.

If the User lives outside the European Customs Union, they will have to complete an export declaration. They will then be asked the country of origin of the goods, the original amount and the selected INCOTERM. The latter will be DDU: Delivery Duty Unpaid. The User will then not have to pay export duties.

9.3 - Refund of Products returned under the right of withdrawal

IN CORIO undertakes to refund the Products returned as soon as possible and, in any event, within fourteen (14) days from receipt of the returned Products.

The refund will be made in the same manner as the initial payment. Therefore, if the User has paid their order by credit card, IN CORIO will credit their bank account and if they have paid their order via PayPal, their PayPal account will be credited.

The amount refunded takes into account the discounts granted when ordering. So, if a discount applied when ordering is no longer applicable, the discounted amount will be deducted. The refund will therefore be equal to the total price of the returned Products less (i) any shipping and return costs from mainland France or Belgium and (ii) any discounts applied at the time of the order from which the User could no longer benefit in the event of a partial return of his order.

If the User would like further information on the conditions of withdrawal, they are requested to go to the "OUR ADVICE" section then "DELIVERY AND RETURNS", which is on the home page of the Site.

If the User refuses the order upon delivery (for example, if the package is damaged), it will be returned to IN CORIO, via the transport company appointed by IN CORIO. In this case, the User will not bear the cost of returning the Products and will be refunded the price of their order.

In the case of the User exercising their right of withdrawal on an order paid by gift card, the refund will then be carried out in the form of a credit note.

10 - LIMITATIONS OF LIABILITY

IN CORIO's liability with regard to any Product purchased on the Site is strictly limited to the purchase price of the Products.

IN CORIO will in no case be responsible for the following losses, regardless of their origin:

- loss of income or sales
- operating loss
- loss of profits or contracts
- loss of expected savings
- loss of data
- loss of work or management time
- damage to image
- loss of opportunity, including ordering a Product,

In Corio

Simplified joint stock company with a share capital of 20,000 Euro
5, boulevard Bineau 92300 - Levallois-Perret
838 792 059 RCS Nanterre

- moral prejudice.

The documents, descriptions and information relating to the Products appearing on the Site are not covered by any explicit or implicit guarantee with the exception of the guarantees provided by law.

IN CORIO does not provide any warranty regarding any damage that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of routine programming designed to damage, destroy or otherwise deteriorate any functionality of a computer or interfere with the proper functioning of a computer, including any transmission resulting from a download of any content made by the User, software used by the User to download the content, the Site or the server that allows access thereto.

In this regard, the User acknowledges that it is their responsibility to install appropriate anti-virus and security software on their computer hardware and any other device in order to protect against any bugs, viruses or other routine programming of this type proving harmful.

The User acknowledges that they assume all risks associated with any content downloaded or otherwise obtained through the use of the Site and agree that they are solely responsible for any damage caused to their computer system or any loss of data resulting from the downloading of such content.

We remind you that confidentiality of correspondence is not guaranteed on the Internet network and that it is up to each Internet user to take all appropriate measures to protect their own data and/or software from contamination by any viruses circulating on the Internet.

11 - PRODUCT WARRANTIES

IN CORIO guarantees consumers against defects in conformity and hidden defects of Products sold on the Site under the following conditions.

In order to implement these guarantees, the Product must be returned, in its original packaging, in its original condition, new, unworn, with the references of the initial order and a copy of the complaint to IN CORIO's registered office, after sending an e-mail indicating the reason for the return of the Product.

11.1 - Legal guarantee of conformity

IN CORIO is only obliged to deliver Products in accordance with contractual provisions. The Products shall be deemed to comply with contractual provisions if the following conditions are met: (i) they must conform to the description and possess the characteristics set out on the Site; (ii) they must be adapted to the purposes for which products of this kind are generally designed; (iii) they must meet the quality and resistance criteria which are generally accepted for products of the same kind and which can reasonably be expected.

The presence of an apparent lack of conformity on a Product must give rise to a complaint by e-mail to the Customer Service department referred to in the Preamble.

The User must comply with the procedure relating to the right of withdrawal in article 9.2. by informing IN CORIO in advance by any means of this apparent lack of conformity, so that the return can be accepted.

The User:

- benefits from a period of two (2) years from the delivery of the Product to take action on Product conformity defects,
- is exempted from reporting proof of the existence of the lack of conformity of the item during the twenty-four (24) months following the delivery of the Product,
- may choose between repair or replacement of the Product, subject to the cost conditions provided for in Article L217-g of the Consumer Code.

11.2 - Legal guarantee against hidden defects

The User may also invoke the legal warranty for hidden defects of the item sold, within the meaning of articles 1641 and subsequent articles of the Civil Code. The legal guarantee of hidden defects allows the User to claim a refund for a Product which proved unsuitable for its use within two (2) years from the discovery of the defect.

The hidden defect guarantee allows the User to be protected against hidden defects in the Product purchased that prevent its use or affect it to such an extent that the User would not have purchased it.

The User then has the choice between two options: keep the Product and request a reduction of the price, or return the Product and request reimbursement of the price paid, in accordance with Article 1644 of the Civil Code.

11.3 - Extracts from the applicable legal provisions

For practical purposes, we remind you of the following legal provisions:

Art. L217-4 of the Consumer Code: *"The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefore or had it carried out under his responsibility."*

Art. L217-5 of the Consumer Code: *"To conform to the contract, the product must: 1. Be suitable for the purpose usually associated with such a product and, if applicable (a) correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; (b) have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling; 2. Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to."*

Art. L217-7 of the Consumer Code: *"In the absence of proof to the contrary, any lack of conformity appearing within twenty-four months of delivery of the product is presumed to have existed at the time of delivery. For second-hand goods, this period is set at six months. The seller may refute that presumption if it is incompatible with the nature of the product or the non-conformity invoked."*

Art. L217-8 of the Consumer Code: *"The buyer is entitled to demand that the product conforms to the contract. He may nevertheless not contest its conformity by invoking a defect that he was aware of, or could not have been unaware of, when he entered into the contract. The same shall apply when the defect originates from materials he has supplied himself."*

Art. L217-9 of the Consumer Code: *"In the event of lack of conformity, the buyer shall choose between repair and replacement of the product. The seller may nevertheless elect not to proceed in accordance with the buyer's choice if that choice gives rise to a manifestly disproportionate cost compared with the other option given the value of the product or the seriousness of the defect. He is then required to proceed with the option not chosen by the buyer, unless this proves impossible."*

Art. L217-10 of the Consumer Code: *"If neither repair nor replacement of the product is possible, the buyer may return the product and obtain reimbursement of the price or keep the product and obtain reimbursement of a portion of the price. He has the same option: 1. If the solution requested, proposed or agreed pursuant to Article L. 217-9 cannot be implemented within one month of the buyer making his claim; 2. Or if that solution cannot be implemented without major inconvenience for the buyer given the nature of the product and his intended use. The sale shall not be cancelled, however, if the lack of conformity is minor."*

Art. L217-11 of the Consumer Code: *"The provisions of Articles L. 217-9 and L. 217-10 shall be applied at no cost to the buyer. Those same provisions shall not impede the awarding of damages."*

Art. L217-12 of the Consumer Code: *"Action resulting from lack of conformity lapses two years after delivery of the product."*

Art. L217-13 of the Consumer Code: *"The provisions of the present section do not deprive the buyer of the right to bring an action on account of latent defects as provided for in Articles 1641 to 1649 of the Civil Code or any other action of a contractual or extracontractual nature to which he is entitled under the law."*

Art. 1641 of the Civil Code: *"The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects."*

Art.1642 of the Civil Code: *"The seller owes no warranty for apparent defects which the buyer could have discovered on his own."*

In Corio

Simplified joint stock company with a share capital of 20,000 Euro
5, boulevard Bineau 92300 - Levallois-Perret
838 792 059 RCS Nanterre

Art. 1643 of the Civil Code: *"The seller is liable for hidden vices even though he did not know of them, unless he has stipulated that he would not be bound to any warranty."*

Art. 1644 of the Civil Code: *"Under Articles 1641 and 1643, the buyer has the choice either to return the thing and to have the price returned to him or to keep the thing and have a part of the price returned to him."*

Art. 1646 of the Civil Code: *"If the seller did not know of the vices in the thing, he is bound only to return the price and to reimburse to the buyer the expenses occasioned by the sale."*

Art. 1648 of the Civil Code: *"An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the vice. (...)"*

12 - FORCE MAJEURE

In the event of a force majeure event, as defined in article 1218 of the Civil Code, preventing the execution of these GCS, IN CORIO will inform the User within fifteen (15) days from the occurrence of this event, by email or by registered letter with acknowledgement of receipt.

The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals: total or partial strikes, lockouts, riots, boycotts or other industrial actions or commercial disputes, civil unrest, insurrection, war, act of terrorism, bad weather, epidemic, interruption of transport facilities or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in the forms of marketing, computer failure, blocking of telecommunications, including wired or wireless telecommunications networks, and any other case beyond the control of the parties preventing the normal performance of the contractual relationship.

All the obligations of the Parties shall be suspended for the duration of the force majeure event, without compensation. If the force majeure event continues for more than three (3) months, the transaction concerned may be terminated at the request of IN CORIO or the User without compensation from either party. The User's non-payment cannot be justified by force majeure.

For any complaint, the User is requested to contact the Customer Service department referred to in the Preamble by e-mail.

13 - EVIDENCE

In all cases, the online supply of the credit card number and the final validation of the order will be equivalent to proof of the completeness of said order and will be equivalent to payment of the amount committed by the purchase of the Products appearing on the purchase order.

This validation is equivalent to a signature and expresses acceptance of all the operations carried out on the Site.

However, in the event of fraudulent use of their bank card, the User is invited without delay to file a claim with his bank and contact the Customer Service department referred to in the Preamble.

Computerized records, kept in IN CORIO's computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments between the Parties.

The archiving of purchase orders and invoices is carried out through a reliable and sustainable medium so as to equal a faithful and durable copy.

14 - PARTIAL INVALIDITY AND NON-WAIVER

If one or more provisions of these GCS are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

No tolerance, inaction or inertia of IN CORIO shall be construed as a waiver of its rights under the T&Cs.

15 - INTELLECTUAL PROPERTY

All elements of the Site, whether visual or audio, including the underlying technology, are protected by copyright, trademarks or patents. Similarly, the trademarks, logos, designs and models appearing on the Site are the exclusive property of IN CORIO. Their disclosure shall under no circumstances be construed as granting any license or right to use the said trademarks and distinctive elements protected by copyright. They cannot therefore be used, under penalty of counterfeiting.

Therefore, none of the documents from the Site may be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any manner whatsoever.

However, it is possible to download a copy of the documents on a computer for your personal use and only for non-commercial purposes, provided that you do not modify the information contained therein and keep intact all copyrights and other proprietary notices. Modification of these documents or their use for any other purpose constitutes an infringement of IN CORIO's intellectual property rights.

If you have a personal Internet site and you wish to place, for personal use, a simple link on your site referring directly to the home page of the Site, the insertion of such a link must be subject to prior authorization from IN CORIO. In any event, this mention shall not constitute, in any manner whatsoever, an implicit affiliation agreement.

However, any hypertext link to the Site using framing or in-line linking is strictly prohibited. In all cases, all links must be removed upon simple request by IN CORIO.

16 - PROTECTION OF USERS' PERSONAL DATA

IN CORIO undertakes to comply with the applicable regulations on the protection of personal data and in particular the "Data Protection Act" of 6 January 1978 and the General Data Protection Regulation which came into force on 25 May 2018 (GDPR).

Within the framework of the commercial relationship, IN CORIO may collect personal data of the User, in particular, his surname, first name, e-mail and postal addresses.

The personal data collected by IN CORIO are subject to data processing intended for the management of the commercial relationship with the User and in particular the management of the orders and the payment of these.

IN CORIO may also use the data concerning you in order to communicate various information, in particular commercial information (newsletters, etc.), the sending of e-mails of a commercial nature being subject to receipt of your prior consent.

The personal data thus collected will not be subject to any processing for purposes other than those mentioned above.

The User has a right of opposition, a right of access, rectification, deletion, limitation of processing and portability of his personal data.

Users may exercise their rights by contacting IN CORIO Customer Service. IN CORIO reserves the right to verify the identity of the User before proceeding with the execution of their rights.

The personal data collected by IN CORIO are kept for the duration of the contractual relationship and up to three (3) years following its termination.

IN CORIO uses all reasonable means to ensure the security and confidentiality of the User's personal data. The User's personal data are communicated exclusively to IN CORIO's representatives and employees and, where applicable, to subcontractors or any person authorised by IN CORIO to process said personal data for the execution of orders. These authorized third parties are subject to the same confidentiality obligations as IN CORIO.

The User's personal data may also be communicated at the request of the judicial or administrative authority. In the event of transmission of this nature, IN CORIO undertakes to inform the User of this, unless legal provision or injunction prevents it.

The User also has the right to lodge a complaint with the competent authority, the CNIL, if they consider that IN CORIO is unlawfully processing their personal data.

17 - COOKIES

Cookies are files downloaded to your computer (or mobile, tablet, etc.). They pose no danger to your computer. They allow you to personalize your navigation by saving some of your data or settings from your previous visits, such as the products added to your cart. For more information, you can visit this site: www.allaboutcookies.org.

Cookies allow us to offer you a more personalized and therefore more comfortable navigation. We do not use cookies to store information such as your name, address, or bank details.

We use cookies for your navigation (for example, to keep your session active so we do not have to ask you to put your Products back in the shopping cart after a few minutes of inactivity on the site), to personalize the Site (with your language and your country, for example), to record statistical data of navigation or for possible service providers with whom we are engaged.

Most browsers accept cookies, unless you have changed the settings so that it is not accepted. By browsing our Site, you agree that cookies are used in accordance with these Terms and Conditions.

In accordance with legal provisions, your consent is valid for a maximum period of 13 months, so IN CORIO will be required to request your consent at the end of this period.

If you refuse, you can either disable cookies in your browser or stop browsing our Site.

18 - APPLICABLE LAW AND DISPUTE RESOLUTION

These GCS are subject to French law.

Contracts concluded through the Site as well as any dispute related to them will be subject to French law (which constitutes a high standard of consumer protection) except in the event of national provisions that are more favourable to the consumer.

The User has the possibility of using a conventional mediation procedure or any other alternative dispute resolution method.

The User is invited to contact IN CORIO to find out the identity of the relevant mediator.

In addition, the European Commission has set up a dispute resolution platform to collect possible consumer complaints following an online purchase in order to forward them to the relevant national ombudsmen. This platform can be accessed at the following link <http://ec.europa.eu/consumers/odr/>

In the absence of amicable resolution, any dispute relating to the interpretation of the GCS, the execution or termination of a sale, or the interpretation, execution or termination of the present GCS is submitted to the legally recognised courts.

Version: 15/05/2019

WITHDRAWAL FORM

This withdrawal form is not mandatory. You may notify IN CORIO of your decision to withdraw by means of a clear and unambiguous declaration, for example by registered letter, fax or e-mail.

Your communication to exercise your right of withdrawal must reach us before the expiry of the withdrawal period.

WITHDRAWAL FORM

For the attention of IN CORIO,
Simplified joint stock company with a capital of €20,000.
Registered with the RCS of NANTERRE under the number 838 792 059,
Its registered office located at 5 Boulevard Bineau, 92300 LEVALLOIS-PERRET.

I/we (*) hereby notify you of my/our (*) withdrawal from the contract for the following order:

Order number:

Description of the order:

Delivered on:

Customer Name:

Customer Address:

Signature of the Customer (only if this form is completed on paper):

Date:

(*) Delete as appropriate.