

## GENERAL TERMS AND CONDITIONS OF SALE

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### **1. Preface**

#### **..1.1. Identification of the seller**

These general terms and conditions of sale (hereinafter the “General Terms and Conditions of Sale” or the “GCS”) are those of COMPAGNIE DES CRISTALLERIES DE SAINT-LOUIS, a “société par actions simplifiée” with a capital of €3,892,500 whose registered office is located at rue Coëtlosquet, 57620 Saint-Louis-Lès-Bitche (France), registered in the Sarreguemines Trade and Companies Register under number 353 438 708. Its Siret number is 353 438 708 00029 and its intra-Community VAT number is FR18353438708 (hereinafter “SAINT-LOUIS”). Its contact details are as follows: +33 1 49 42 42 63 and [relation-client-web@saint-louis.com](mailto:relation-client-web@saint-louis.com)

#### **..1.2. Scope and acceptance of the General Terms and Conditions of Sale**

The purchase of products offered on the website <https://www.saint-louis.com> (hereinafter the “Website”) is subject to these General Terms and Conditions of Sale. SAINT-LOUIS is a French manufacturer of crystal which offers products for sale on the Website primarily in the fields of tableware, bar, decoration and lighting (hereinafter the “Products”). The Products are sold directly on the Website. Validation of the box “I accept the general terms and conditions of sale, the conditions of use and the Privacy Policy of the Saint-Louis.com website” signifies full and complete acceptance of these contractual documents by the customer who makes a purchase there (hereinafter the “Customer” or “you”).

The Website is hosted in France. It allows the Customer to order, via the Internet, a selection of Products for delivery to the territories designated in Article 4.1 below.

You can consult the GCS, the Conditions of Use and the Privacy Policy of SAINT-LOUIS at any time by clicking on the Website.

SAINT-LOUIS may update its General Terms and Conditions of Sale at any time. You can read the General Terms and Conditions of Sale in force at any time under the heading “General Terms and Conditions of Sale” on the Website. The General Terms and Conditions of Sale in force at the time of conclusion of the sales contract are those that are enforceable against you.

#### **..1.3. The Customer**

The Products offered on the Website are intended exclusively for personal use by the Customer. The Products are not intended for resellers or intermediaries acting on behalf of resellers. Therefore, the Customer states that he/she is acting as the final consumer and does not intend to resell the Products for commercial purposes. This commitment is an essential condition for SAINT-LOUIS.

The Customer certifies that he/she has the legal capacity to enter into the commitments provided for herein.

#### **..1.4. The Products**

The Products offered for sale are described and presented on the Website. The Customer is solely responsible for the choice and purchase of a Product. The Customer is advised to consult the detailed description of each Product by clicking on the “More Information” tab in order to learn more about the Product concerned, in particular with regard to the characteristics he/she is looking for and to contact SAINT-LOUIS Customer Service (hereinafter “Customer Service”) for any additional information by clicking on the “Contact Customer Service” link on the Website.

For each Product selected on the Website, a summary page will be displayed showing a photo of the item, its collection, its name, the quantity chosen by the Customer, and its unit price.

## **2. Ordering**

#### **..2.1. Availability of the Products**

The Product offers are valid while stocks last. The sale is conditional on the availability of the Products in stock.

In the event of Product unavailability after validation of your order, we will inform you by e-mail or telephone as soon as possible, inviting you either to order another Product presented on the Website as a replacement or to cancel your order in accordance with Article 2.4 below. No debit corresponding to the unavailable Product(s) will be made to the Customer’s bank account in the event of unavailability of one or more Product(s). In the event that payment has already been made, the Customer will be refunded for the part of the payment corresponding to the unavailable Product(s) in accordance with Article 6 below.

SAINT-LOUIS reserves the right to change the Products offered on the Website at any time and without notice. In order to ensure a better quality of service and availability of our Products to all Customers of the Website, SAINT-LOUIS reserves the right to limit the quantity of Products that can be purchased by a Customer, in accordance with the relevant provisions and in particular those of Article L. 122-1 of the French Consumer Code.

#### **..2.2. Ordering procedure**

##### **..2.2.1. Selecting the Products**

At any time during your visit to the Website, you can add Products to your cart by clicking on “Add to Cart” and choose to complete your purchases or continue browsing.

You can view your cart by clicking on “Your cart” in the menu at the top right, where the following will appear: a photo of the product(s), its/their collection, its/their designation, the quantities chosen, its/their unit price(s) and the subtotal of the selection. You will also be able to choose the country of delivery, which will calculate the amount of delivery charges, processing costs, taxes and therefore the total amount you will pay.

While every effort is made to ensure that the colour and pattern of the Products whose photos are displayed on the Website are faithful to the original Products, variations may occur, in particular due to the technical limitations of colour rendering on your computer equipment. SAINT-LOUIS cannot be held

responsible for errors or non-substantial inaccuracies in the photographs or graphical representations of the Products appearing on the Website. If you have any questions about the Products, you can of course contact our Customer Service.

The Customer is invited to consult the summary of his/her order at any time by clicking on the “Your Cart” button available at the top right of all the pages of the Website. The Customer can check the details of his/her order, identify any errors made in the data entry and correct them. The Customer will check the accuracy of the selection before confirming his/her order. Upon confirmation, the order will be sent to SAINT-LOUIS for processing (see the “Payment” Article below).

#### **..2.2.2. Identification of the Customer**

After selecting the Product(s) which you wish to buy, click on “Finalise my order” to start the order process.

When you fill in the “e-mail address” field, you can choose to pay for your order, by creating or using your customer account, or continue as a guest without creating an account.

If you already have a customer account and you wish to use it, you will need to log in at this step by entering your password.

If you do not yet have a customer account, after entering your e-mail address you will be invited to create one by initialising a password. Your logins and passwords are strictly personal, and therefore you undertake to keep them safe and never communicate them to third parties. SAINT-LOUIS cannot be held responsible for any loss, theft or fraudulent use of your customer account; if necessary, you undertake to inform SAINT-LOUIS immediately.

Creating an account allows you to:

- Track your deliveries and view your order history;
- Return Products;
- Add or change your delivery and invoicing addresses for your next orders;
- Delete your account;
- Manage your subscriptions to the SAINT-LOUIS newsletter;
- Retrieve invoices for the various orders placed.

The data recorded in the SAINT-LOUIS information system during a purchase on the Website constitutes proof of all transactions between SAINT-LOUIS and its Customers. In the event of a conflict between SAINT-LOUIS and one of its Customers concerning one of the transactions carried out on the Website, the data recorded by SAINT-LOUIS is considered as valid proof of the content of the transaction.

You can have your account deactivated at any time by connecting to your space, sending an e-mail to [relation-client-web@saint-louis.com](mailto:relation-client-web@saint-louis.com), or contacting Customer Service by clicking on the “Contact customer service” link. After the deactivation of your account, you are able to create a new one at any time.

#### **..2.3. Payment**

##### **..2.3.1. Validation of the Customer’s contact details**

You will need to complete the delivery information necessary for the correct shipment of your order: title, first name, last name, country, address, postal code, town, telephone number, and any other information required to process your order.

SAINT-LOUIS cannot be held responsible for the consequences of the inaccuracy of information provided by the Customer.

Once this step is complete, click on “Next”.

#### ..2.3.2. Gift options

After validating the delivery address with your details, you will be offered a gift option to receive your package ready to offer in elegant packaging accompanied by a greeting card with a message you can personalise.

If you do not wish to choose this option, you can proceed to the next step by clicking “Skip”.

#### ..2.4. Validation of the content and conditions of the order

At the end of the order process described above, you will be asked to read and accept the General Terms and Conditions of Sale, the Terms of Use and the Website Privacy Policy by ticking the relevant box. This acceptance is required before you can pay and place an order.

#### ..2.5. Invoicing and payment of the order

##### ..2.5.1. Invoicing address

You can use your delivery address as your invoicing address or enter a different one by unchecking the “Use the same address for delivery and invoicing” option.

##### ..2.5.2. Accepted payment methods

You will then be prompted to pay by bank card and enter the relevant information. Only payments by bank card, credit card, Apple Pay® and PayPal® are accepted.

Bank cards or credit cards accepted for transactions on the Website are: Visa®, Mastercard®, American Express®, Carte Bleue®.

Bank card payments are authenticated and secured by means of the 3D Secure system. This method is also known as “Verified by Visa®”, “MasterCard® SecureCode” or “American Express SafeKey®”. During payment, the bank requests personal information from the Customer in order to verify the identity of the holder of the payment card and to validate the transaction.

3D Secure authentication is unique to each bank. If you have any questions about your 3D Secure code, please contact your bank directly.

Once the 3D Secure code is entered and validated by your bank, your order is sent to SAINT-LOUIS. Your bank card or credit card is then debited immediately. In case of unavailability, the amount for the unavailable items will be refunded.

In case of refusal by the bank, the order will be automatically refused.

#### ..2.6. Formation of the contract of sale

##### ..2.6.1. Confirmation of the order by SAINT-LOUIS

Once completed, your order is forwarded to SAINT-LOUIS for processing. The contract of sale will be formed when SAINT-LOUIS has received the full payment for the order and provided that SAINT-LOUIS does not oppose the acceptance of the order under the conditions provided for in these GCS.

The contract of sale between you and SAINT-LOUIS will only include the General Terms and Conditions of Sale applicable at the time of your purchase, the invoice and any other provision agreed in writing between you and SAINT-LOUIS.

SAINT-LOUIS reserves the right not to accept an order from a Customer with whom it is in dispute concerning a previous order or if SAINT-LOUIS reasonably believes that the Customer has breached these General Terms and Conditions of Sale or is engaged in fraudulent activity, or for any other legitimate reason.

#### **..2.6.2. Order incident**

SAINT-LOUIS shall not be held responsible if the proper performance of an order on the Website is disrupted by a virus, computer bug, unauthorised human intervention or any other cause beyond the control of SAINT-LOUIS. In these cases, SAINT-LOUIS reserves the right to interrupt or cancel the current order. In these cases, the Customer will be informed by e-mail of the cancellation of his/her order and will be refunded the sums, if any, which he/she has paid prior to this cancellation.

#### **..2.6.3. Summary of the order**

A summary of your order will then be sent to you by e-mail. This summary will include the subtotal of the order, information relating to the cost of delivery and any processing costs, the name, collection, reference number, price and quantity of the Product(s) purchased.

The Customer is advised to keep this summary.

In accordance with the applicable legal provisions, SAINT-LOUIS keeps the written record of the contract concluded with a Customer by electronic means for a period of 10 years. You then have access to this document at any time, upon request made to Customer Service by e-mail to [relation-client-web@saint-louis.com](mailto:relation-client-web@saint-louis.com) or by clicking on the "Contact Customer Service" link on the Website.

#### **..2.6.4. Invoices**

The Customer has the option to download his/her invoice from his/her personal account. Customers who do not have a personal account are invited to contact Customer Service to obtain an invoice.

#### **..2.7. Modification/Cancellation of the order**

Once payment has been made, the Customer may not modify or cancel his/her order unless SAINT-LOUIS agrees in writing. In any case, the Customer has the possibility to make use of his/her right of withdrawal, the terms of which are described in Article 5 below.

### **3. Prices**

The prices of the Products are indicated in euros, all taxes included, excluding delivery and processing costs.

The Products are invoiced on the basis of the prices displayed on the Website at the time of placing your order, subject to availability.

All orders are payable in euros and must be settled at the time of placing the order.

## **4. Delivery methods**

### **..4.1. Delivery zone**

Products purchased on the Website may only be delivered to the continental territory (excluding overseas territories) of the following zones:

European Union, Monaco, United Kingdom, Switzerland, United States, Canada, Mexico, Lebanon, Qatar, United Arab Emirates, Hong Kong, South Korea, Japan (hereinafter the "Delivery Zone"). It is specified that certain local regulations applicable to a part of the Delivery Zone may prevent SAINT-LOUIS from delivering Products.

It is not possible to place an order for any delivery address located outside this Delivery Zone or in a part of the Delivery Zone where SAINT-LOUIS is not allowed to deliver Products due to local regulations.

### **..4.2. Delivery address**

The Products are shipped to the delivery address indicated by the Customer during the ordering process. For detailed information regarding delivery times and costs, please see the relevant "FAQ" section at the bottom of the Website page.

SAINT-LOUIS reserves the right to request a signature and valid ID upon delivery.

### **..4.3. Processing and delivery costs**

Any processing and/or delivery costs are calculated according to the country of delivery and the amount of the order. Their amounts will be payable by the Customer in addition to the price of the Products purchased.

A summary of the order will be displayed on the Website before confirmation of the order.

### **..4.4. Delivery times and terms**

The presentation for delivery of the Products ordered will be made within fifteen (15) working days following the date of the order. This period may be extended in the event of exceptional circumstances (e.g. customs detention). In such a case, SAINT-LOUIS will contact you to offer a new delivery time or cancellation of your order.

SAINT-LOUIS will not be liable in the event of non-compliance with the deadlines (late delivery, impossibility of delivery, return of the Products to SAINT-LOUIS, etc.) resulting from the incorrect and/or incomplete nature of the indications provided by you for delivery and/or your absence at the time of delivery.

### **..4.5. Delivery problems**

Any failure or delay in delivery exceeding the delivery times mentioned in Article 4.4 above must be reported to our Customer Service as soon as possible.

In this case, the Customer can either ask SAINT-LOUIS for a new estimated delivery date or cancel the order and receive a full refund.

#### **..4.6. Receipt of Products**

##### **..4.6.1. Transfer of risk**

The risks on the Products are transferred to the Customer upon delivery, i.e. at the time when the Customer (or any third party designated by him/her) takes physical possession of the Products concerned.

##### **..4.6.2. Verification of conformity of the Products by the Customer**

The Customer (or any third party designated by him/her) will check the number and condition of the Products upon delivery by the carrier. If the parcel received is open or visibly damaged, or if all or part of the Products in the parcel are damaged, missing or do not correspond to the order, the Customer (or any third party designated by him/her) is invited to refuse receipt of the parcel or Products concerned and to issue, in writing, the necessary and sufficiently detailed usage reservations to the carrier (parcel open, parcel or item(s) damaged or missing or non-compliant with the order, etc.).

The Customer also undertakes to notify SAINT-LOUIS of this without delay via the “Customer Service/Contact” section at the bottom of the Website’s home page.

In the event of missing Products, refusal or return of a Product by the Customer in the above circumstances, SAINT-LOUIS will either refund the Product(s) concerned within 14 calendar days, or reship the damaged/missing Product(s).

It is specified that the Customer also has the benefit of the right of withdrawal as provided for in Article 5 below or the benefit of the guarantees available to him/her as provided for in Article 8 below.

## **5. Right of withdrawal**

### **..5.1. Right of withdrawal and withdrawal period**

You have a legal right of withdrawal that you can exercise under the conditions provided for by the French Consumer Code, if you meet the conditions laid down by these provisions, without having to justify reasons and without having to pay penalties.

SAINT-LOUIS allows you to withdraw within fifteen calendar days from the date of delivery of the Products ordered, without having to justify reasons and without having to pay a penalty. After this period, you will no longer be able to exercise your right of withdrawal.

### **..5.2. Terms of return**

We offer you the opportunity to complete and submit your declaration of withdrawal online by logging into your customer account. You will then receive immediate confirmation of your withdrawal by e-mail.

You can also send your withdrawal request by contacting our Customer Service.

### **..5.3. Restrictions on the right of withdrawal**

SAINT-LOUIS will not issue a refund if the Products returned by the Customer do not match the Product(s) ordered or if the Products have been used.

In accordance with article L. 221-28 of the French Consumer Code, your right of withdrawal cannot be exercised for personalized Products.

### **..5.4. Consequences of the right of withdrawal**

When exercising your right of withdrawal or in the event of non-conformity of the Product, you may return the Product(s) purchased and request an exchange or refund under the conditions described above.

## **6. Terms of return**

The Products must be returned from a country in the Delivery Zone and according to the conditions set out below and in compliance with the following terms.

In the context of exercising the right of withdrawal, the Products must be returned in their original condition and packaging marked "FRAGILE", accompanied by their purchase invoice. In the event of alteration of the Product resulting from handling other than that necessary to establish the nature and/or conformity of the Product, the characteristics or the proper functioning of the Product, SAINT-LOUIS reserves the right to refuse the refund or exchange of the Product. SAINT-LOUIS will not issue a refund if the Products returned by the Customer do not correspond to the Product(s) ordered or if they do not come from SAINT-LOUIS.

Returning a Product for exchange or refund is free of charge, the cost of delivery to the manufacture of SAINT-LOUIS is also SAINT-LOUIS's responsibility. To do this, you must contact the Customer Service which will provide you with a return slip and return the Products to us through our selected carriers, within a maximum of eight (8) working days from your notification of withdrawal.

To arrange the return of your Product, please follow the instructions provided by Customer Service.

## **7. Terms of refund**

The refund will be made within fourteen (14) calendar days of receipt of the Product(s). A confirmation e-mail will be sent to you. The refund will then be made according to the same method of payment as that used during the order and in the same currency as that used at the time of payment of the order.

## **8. Legal and commercial guarantees**

### **8.1. Legal guarantees**

Products sold by SAINT-LOUIS are subject to the legal warranties set out in articles L217-4 to L217-14 of the French Consumer Code and articles 1641 to 1648 of the French Civil Code, to the exclusion of all other warranties:



These legal warranties apply independently of any commercial warranties that may be offered.

- Legal guarantee of conformity (L217-4 to L217-14 of the French Consumer Code) :

SAINT-LOUIS will deliver to you a Product in conformity with the contract and free from defects of conformity at the time of delivery of said Product, in the sense that the Product will be fit for the use usually expected of a similar good and that it will present the characteristics described at the time of sale. SAINT-LOUIS is also liable for defects in conformity resulting from packaging, assembly instructions or installation when the latter has been made its responsibility by the contract or has been carried out under its responsibility.

This warranty only applies if you request it within two years of delivery of the goods. Defects of conformity which appear within twenty-four (24) months of delivery are presumed to have existed at the time of delivery, unless proven otherwise.

You may choose between repairing or replacing the Product, unless one of these options is impossible or entails a manifestly disproportionate cost for SAINT-LOUIS, in which case SAINT-LOUIS may choose the other solution. In addition, in the event of a serious lack of conformity, you may have the price paid refunded and return the Product or keep the Product and have part of the price refunded. The repair, replacement or refund of the Product will be free of charge to you and does not preclude the possible award of damages should you be entitled to them.

- Legal warranty against hidden defects (art. 1641 to 1648 of the French Civil Code):

SAINT-LOUIS will deliver to you a Product free from hidden defects which would render it unfit for its intended use, or which so diminish this use that you would not have purchased it, or would only have given a lower price for it, if you had been aware of them. This warranty will only apply if you make your claim within two (2) years of the discovery of the defect, and in any event within five (5) years of the date of purchase.

In the event of a latent defect, you will have the choice of returning the Product and having the price and costs of the sale refunded to you or keeping the Product and having part of the price refunded to you. In all cases, it will be up to you to prove that you meet the warranty conditions.

In the event of lack of conformity or hidden defects, you must return the Products to SAINT-LOUIS by contacting our Customer Service Department.

The guarantees indicated in the present article do not prevent the application of local and mandatory legal provisions which would be more favourable to the Customer.

## **8.2. Exclusion of guarantee**

If the Products returned by the Customer do not correspond to the Products ordered or do not come from the Website, SAINT-LOUIS will not be bound by its obligations described in Article 8.1 above.

It is specified for all intents and purposes that the legal guarantees do not cover damage or defects resulting from an external cause (accident, shock, etc.) or a fault of the Customer resulting from use not in accordance with and/or unsuitable for the characteristics of the Product.

Similarly, this article does not apply if the Products have not been purchased on the Website, insofar as in this case the legal guarantees are due by the seller from whom the Products were purchased.

## **9. After-sales service**

Any technically repairable Product purchased on the Website benefits from after-sales service. For any repair request, please contact our Customer Service.

## **10. Liability of SAINT-LOUIS**

SAINT-LOUIS cannot be held liable for the breach of one of its obligations if the improper performance of the contract results from a case of force majeure, an act or omission of the Customer, an unforeseeable and insurmountable act of a third party to the contract, or an obstacle beyond the control of SAINT-LOUIS, which SAINT-LOUIS could not reasonably have foreseen at the time of the conclusion of the contract, and whose consequences cannot reasonably be avoided or overcome by SAINT-LOUIS.

## **11. Applicable law, disputes**

These General Terms and Conditions of Sale as well as any order placed on the Website are governed by and interpreted in accordance with French law. However, the application of French law may not result in depriving the Customer of the level of protection provided by the provisions of mandatory laws of his/her country of habitual residence.

In case of dispute related to the application and/or interpretation of these General Terms and Conditions of Sale, the Website and/or an order, you have the possibility to contact our Customer Service (see Article 5) in order to present your claim and try to find an amicable solution with SAINT-LOUIS.

In the absence of an amicable agreement with SAINT-LOUIS Customer Service, you may also have recourse to a conventional mediation procedure or any other alternative dispute resolution procedure. In accordance with Ordinance No. 2015-1033 of 20 August 2015 and Implementing Decree No. 2015-1382 of 30 October 2015, any consumer dispute or litigation, subject to Article L.612-2 of the Consumer Code, may be the subject of an amicable settlement by mediation with the CMAP – Centre de Médiation et d'Arbitrage de Paris. To submit a dispute to the mediator, the Customer can (i) either fill in the form on the CMAP website: <http://www.cmap.fr/> ("You are: A CONSUMER" tab), (ii) send his/her request by simple or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, or (iii) send an e-mail to [consommation@cmap.fr](mailto:consommation@cmap.fr). Whatever means is used to call upon the CMAP, your request must contain the following elements in order to be processed quickly: your postal, e-mail and telephone contact details as well as the full name and address of SAINT-LOUIS, a brief statement of the facts, and proof of prior steps taken with SAINT-LOUIS.

In the event of a dispute related to the execution of an order, if you are a natural person end consumer, you have the possibility to use a conventional mediation procedure or any other alternative dispute resolution procedure free of charge. If you wish, you can use the online dispute resolution service offered by the European Commission in accordance with Article 14 of Regulation (EU) No 524/2013. This platform is accessible at the following address:

<https://webgate.ec.europa.eu/odr/>. The use of mediation is an alternative mechanism that is not a prerequisite for taking legal action.

Notwithstanding the foregoing, in the event of a dispute if no amicable solution is found (including following the mediation process described above) or if the Customer wishes to bring the claim or dispute directly before a court, and in accordance with Regulation No. 1215/2012 of 12 December 2012:

- the Customer may refer the matter either to the court of his/her domicile or to the French courts,
- SAINT-LOUIS may refer the matter to the court of the place where the Customer is domiciled.

In accordance with article L. 223-1 of the French Consumer Code, you have the option of registering free of charge on a Bloctel telephone anti-solicitation list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) so that you are no longer contacted by telephone by a professional, except in the case of solicitations made in connection with the performance of a current contract and related to the purpose of that contract.