

General Terms and Conditions of Sale

Update: June 18, 2026

KENZO manufactures and markets KENZO products directly and indirectly around the world.

While maintaining our network of stores selling KENZO products, a website for distant selling is also available at the following address: <http://www.kenzo.com> (the “**E-shop**”).

The E-shop requires you to play an active role.

Use of the online sales process described in these General Terms and Conditions of Sale for distance selling (hereinafter the “**General Terms and Conditions of Sale**” or “**Terms of Sale**”) is reserved solely for consumers acting on their own behalf and personal use. Therefore, the Products are not intended for resale for commercial purposes.

1 - SCOPE OF APPLICATION

The General Terms and Conditions of Sale, which we ask you to read closely, apply to all your orders for KENZO products available for sale from our E-shop (“**Products**”), with the exception of:

-Orders placed for the following countries: United Kingdom, Hong Kong, Singapore, Taiwan Region, Australia, Bulgaria, Canada, Czech Republic, Denmark, Hungary, Iceland, Indonesia, Israel, Lebanon, Malaysia, Mexico, New Zealand, Norway, Philippines, Poland, Romania, South Korea, Sweden, Switzerland, Thailand, Vietnam, United States, United Arab Emirates, Kingdom of Saudi Arabia which are managed by our partner, Global-e France SAS, registered in the Paris Trade and Companies Register under the number 818 358 459, with its registered office at 320 rue Saint Honoré, 75001 Paris, France (“Global-e”) in its own name but on our behalf. For these countries, please consult Global-e's general terms and conditions of sale available at the bottom of the E-shop pages for these locations of the E-shop and its Privacy Policy available [here](#).

- Orders placed for Spain and Japan. See the applicable policies at the bottom of the E-shop pages for these locations.

These General Terms and Conditions of Sale also detail the special conditions of sale and use which govern the purchase and use of KENZO electronic gift cards (“**E-Gift Card**” or “**Kenzo E-Gift Card**”) by the buyer and the beneficiary, as offered and issued by KENZO on the E-shop solely in the following countries: France, Germany, Austria, Belgium, Cyprus, Croatia, Spain, Estonia, Finland, Greece, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Portugal, Slovakia, Slovenia.

These General Terms and Conditions of Sale can be consulted at any time on our E-shop and it is possible to save a version of them on your computer or print them.

The customer, by checking a designated box and placing an order, declares that he/she has read and accept these General Terms and Conditions of Sale before placing his/her order. You also certify that you have legal capacity to agree to these General Terms and Conditions of Sale. Confirmation of your order implies the unreserved acceptance of our General Terms and Conditions of Sale, which are supplemented by our Personal Data Protection Policy, including our cookies policy and the E-shop's Terms of Use.

KENZO reserves the right to modify these General Terms and Conditions of Sale at any time. However, the General Terms and Conditions of Sale applicable to the order are those accepted by the buyer at the time of placing their order.

The General Terms and Conditions of Sale do not apply to services or the sale of products by any entity other than KENZO, even if these services or products are presented on the E-shop via links,

banners or hypertext links. Before placing an order with an entity other than KENZO, check the sales conditions that apply by these other entities.

With regard to the protection of your personal data collected on the E-shop, please consult our Personal Data Protection Policy available at the bottom of our E-shop page.

2 - IDENTIFICATION OF THE SELLER

KENZO Products are sold to you by the following company: KENZO, a French “Société Anonyme” with a capital of €2,153,040, registered in the Paris Trade and Companies Register under the number 402 180 194, with its registered office at 18 rue Vivienne - 75002 Paris, France and with the intra-community VAT number FR 80 402 180 194 (“**KENZO**”), which is also the issuer of the Kenzo E-Gift Cards, subject to these General Terms and Conditions of Sale.

KENZO's unique identifiers under the “Responsabilité Elargie du Producteur” (REP) under French law (*i.e Extended Producer Responsibility*) are the following:

- Unique identifier Refashion eco-organization (Textiles, Linen and Shoes):
FR218658_11IAMI
- Unique identifier Citeo eco-organization (Household Packaging and Papers):
FR218658_01GVMU

3 - PRODUCT INFORMATION AND AVAILABILITY

Information relating to KENZO Products sold on the E-shop is available, with their references on the E-shop. In accordance with Article L111-1 of the French Consumer Code, you can find out about the essential characteristics of the Products on the E-shop before placing your order.

The KENZO Product offer on the E-shop is only valid subject to available stock. In particular, adding KENZO Products to the basket does not guarantee their availability. Therefore, Products available when they are placed in the basket may be unavailable by the time the order is confirmed.

Although we take great care with the presentation of KENZO Products on our E-shop, we cannot guarantee that their actual appearance corresponds exactly to their appearance on the screen. Therefore, photographs and images of Products available for sale are provided for information purposes only. In particular, colors may vary as a result of the technical limitations of computer equipment. Therefore, KENZO cannot be held responsible for any minor errors that may occur.

For further information on our Products, it is also possible to contact our Customer Service, as indicated below in Article 12.

4 - ORDERS

You can select the KENZO Products you want to order as follows:

4.1 Placing an order

When you place your first order on the E-shop, you will be able to create a customer account to help you track your purchases. However, it will also be possible to make purchases without creating an account by opting for guest mode. When placing an order, you will be asked to complete a form containing some mandatory fields required for its processing. This data will be processed in accordance with KENZO's Personal Data Protection Policy.

Before any final order, you will be able to check the details of your order and its total price and correct any potential errors before confirming that order to express your acceptance. All orders placed imply an obligation by you to pay.

Once your order has been placed, KENZO will send you a confirmation email with details, in particular of the order number, the KENZO Products ordered, and a link you can use to track its progress. In the event of an order for an E-Gift Card, this will be sent in accordance with the terms specified in Article 11 below.

Orders (excluding E-Gift Cards) may be cancelled online on the E-shop, in your order tracking section, within thirty (30) minutes of your purchase.

All the steps required to place an order are indicated on our E-shop.

4.2 Limitations

We reserve the right to limit the quantities of KENZO Products, including E-Gift Cards we supply, and/or to refuse or cancel any order for a legitimate reason in accordance with Article L121-11 of the French Consumer Code, in particular any abnormal order within the sense of applicable case law in this field. Furthermore, KENZO reserves the right to suspend or cancel any execution of an order and/or delivery, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum that would be due by the buyer, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the E-shop, including in connection with previous orders.

5 - PRICES

For orders covered by these General Terms and Conditions of Sale, the price of KENZO Products is indicated in Euros (€) including all taxes (incl. VAT).

Prices include value added tax (VAT) applicable on the day of the order. Any change in the applicable VAT rate will be automatically reflected in the price of Products sold by KENZO on its E-shop, it being understood that this change will not affect orders already placed.

These prices do not include shipping costs, which are invoiced in addition to the price of the Products purchased. Shipping costs will be calculated based on your delivery address and the selected delivery method. They will be indicated to you before you register your order.

Please note that no VAT refund will be possible for purchases made on the E-shop.

We take great care to ensure the accuracy of prices on our E-shop. However, some prices may contain an error. If KENZO notices a price error in the order, we will inform you of it as soon as possible. In this case, KENZO will reserve the right to cancel the order of the Product(s) concerned by the manifest price error. If your order has been paid for, you will receive a refund of the amount paid for the Product concerned by the error.

We may change the prices indicated on our E-shop at any time without prior notice. However, modified prices will only apply to new orders.

Countries covered by these General Terms and Conditions of Sale are not subject to customs duties and charges.

You must pay for the total amount of the order with one payment, except in the event of using an E-Gift Card with a balance that is less than the amount of the order.

For each order, an electronic invoice will be available by clicking on the link in the shipping confirmation email.

The specific terms applicable to E-Gift Cards are specified in Article 11 below.

6 - PAYMENT CONDITIONS

The payment methods accepted at the time of your purchase are listed on the payment page of the relevant country on the E-shop. Accepted payment methods are: credit cards (Visa, Mastercard, American Express, Maestro, Carte Bancaire in France), PayPal, Alipay, Apple Pay (available only on iOS), JCB.

The following local payment methods are also accepted: Ideal in the Netherlands, Bancontact in Belgium, Klarna in Germany, Austria, Finland, Italy, France, Belgium, Netherlands, Multibanco in Portugal.

Payments made with PayPal, Multibanco, Bancontact, and iDeal are systematically debited upon placing the order. However, transactions made with other payment methods will be debited upon shipment of the order.

The specific payment terms for E-Gift Cards are detailed below in Article 11.

For all payment methods, you guarantee that you are the holder of the payment method used.

In particular, for credit card payments, you guarantee that you are the holder of the credit card to be debited and that the name appearing on it is indeed yours. You then provide the sixteen-digit number and expiration date, shown on the front of your credit card, as well as, where applicable, the visual cryptogram numbers shown on the back. This data is encrypted during entry and transmission according to the SSL protocol (confirmed by the appearance of "https" in the URL displayed by your browser).

For payments other than by credit card, especially PayPal and Klarna, we invite you to carefully check the information related to your payment accounts, if applicable, to which you will be directed before confirming your payment. Furthermore, installment payment options offered by certain payment methods, such as PayPal and Klarna, are subject to their own terms and conditions, which you must review before validating your payment to place your order. KENZO shall not be responsible for any resulting errors.

As part of Internet payments, control will be carried out online with the competent banking institutions and organizations queried via our payment provider Adyen.

Furthermore, to prevent internet fraud, KENZO implements processing aimed at preventing fraudulent online transactions. To learn more, we invite you to read our Personal Data Protection Policy.

Some banking institutions charge additional fees for international money transfers and/or credit card transactions. It is your responsibility to check this with your bank before placing an order. KENZO will not bear any associated costs, unless otherwise required by mandatory legal provisions.

KENZO reserves the right to suspend or cancel any execution of an order and/or delivery, or issuance of an E-Gift Card, regardless of its nature and stage of execution, in the event of non-payment or partial payment of any sum due by the buyer, particularly in the event of a payment incident, or in the event of fraud or attempted fraud.

7 - DELIVERIES

Your KENZO Products will be shipped to the delivery address indicated when ordering, after confirmation of payment. For orders paid via PayPal or Apple Pay, the delivery address used will be the one registered with your payment account. It is therefore advisable to check this address and correct it, if necessary, before confirming your order.

It is not possible to ship to PO boxes.

Except in the case of specific circumstances or the unavailability of one or more KENZO Products, the Products in the same order will be sent as part of one delivery.

Under these General Terms and Conditions of Sale, we deliver KENZO Products to the following countries: France, Monaco, Ireland, Germany, Austria, Belgium, Cyprus, Croatia, Estonia, Finland, Greece, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia.

For any order with delivery to one of these specific countries, the customer is required to place the order exclusively on the E-shop page dedicated to that country on the E-shop.

Please note that we do not ship to the outermost regions (OR) of the European Union, i.e. French Guiana, Guadeloupe, St. Martin, Martinique, Reunion, the Canary Islands, the Azores and Madeira.

If you are located in or wish to have your order delivered to a destination that is not one of the countries mentioned above, please consult the list of KENZO stores available in our "Our Stores" section.

Delivery costs are indicated on the E-shop and will be communicated to the customer prior to confirming the order. Delivery costs may be free of charge, with or without any conditions, depending on the details displayed on the E-shop at the time of your order.

For deliveries within the European Union, your order will be shipped by DHL Express transport within an estimated period of 2-3 working days (weekends and public holidays are excluded). This estimated period may vary according to destination and periods of intense activity for carriers (in particular during the Christmas and New Year period). These delivery times are provided for information purposes only on the Product page and after entering your exact address. In accordance with the provisions of the French Consumer Code, the ordered items will, in all cases, be shipped at the latest within thirty (30) days of placing the order, subject to full payment of the price.

In order to best organize the delivery of your order or the possible return of a Product, the carrier may have to contact you.

A signature will be required on delivery.

If, upon delivery, the external appearance of the package is visibly not in conformity, it is recommended to open it in the presence of the carrier in order to verify the condition of the KENZO Products delivered. In the event of visible damage to the Products or missing Products, you should record your detailed reservations on the bill of lading on the deliveryman's mobile terminal at the time of signing for the Products and contact KENZO Customer Service as soon as possible to inform us.

By way of exception, the terms for sending E-Gift Cards are specified below in Article 11.

8 - TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

The transfer of title and ownership of KENZO Products ordered will only occur once KENZO has received full payment for them.

However, the transfer of risks will occur upon delivery, meaning when the KENZO Products are handed over at the delivery address that you have provided, or, regarding an E-Gift Card, upon its issuance and sending to the email addresses indicated when placing the order.

9 - RIGHT OF WITHDRAWAL/ CANCELLATION - RETURNS

You may return your Products and obtain a refund by exercising your right of withdrawal, under the conditions set out in Articles L221-18 et seq. of the French Consumer Code (Code de la consommation). This right is available to the consumer who made the purchase. For commercial purposes, the return period may exceptionally exceed the statutory period for certain promotions, as indicated on our E-shop at the time of placing your order. Without prejudice to applicable statutory guarantees, we do not offer exchanges.

Right of withdrawal

You have the right to withdraw from this contract without giving any reason within fourteen (14) days.

The withdrawal period will expire fourteen (14) days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Product(s) ordered. However, if your order covers several Products delivered separately, the withdrawal period will expire fourteen (14) days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the last Product delivered.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of your right of withdrawal before the withdrawal period has expired.

In accordance with Article L221-28 of the French Consumer Code (Code de la consommation), the right of withdrawal may not be exercised (i) for orders involving the supply of goods made to the consumer's specifications or clearly personalised, and (ii) for the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection.

To exercise the right of withdrawal, you must notify us of your decision to withdraw from this contract by means of an unequivocal statement:

1/ To exercise your right of withdrawal and proceed with the return of a Product, you may use the following online process:

1. Prior access to the order management interface:
 - Either through the dedicated interface, accessible via the "TRACK MY ORDER / EXERCISE MY RIGHT OF WITHDRAWAL" feature. Enter the relevant order number and the email address associated with the order, then click "SEND";
 - Or from your customer account, if you were logged in when placing your order. Then select the relevant order linked to your account.
2. Step 1: Once logged into the tracking interface for the relevant order, click on the "DECLARE A RETURN / WITHDRAW" button; A new interface will open: select the Product(s) concerned and, if you wish, indicate a reason. As no justification is required to initiate your return and exercise your right of withdrawal, you may simply select: "Right of withdrawal" or "Other".
3. Step 2: Review your selection and click "CONFIRM THE RETURN" to confirm and submit your request.

4. An email acknowledging receipt of your request will then be sent to you as soon as possible, to the email address associated with your order. It will include the details of your request as well as the date and time of its submission.

2/ You may also notify your decision to withdraw by completing and submitting the model withdrawal form appearing at the bottom of these General Terms and Conditions of Sale, although this is not mandatory, or any other unequivocal statement expressing your wish to withdraw, by contacting us in accordance with the procedures specified in Article 12 below

Effects of withdrawal

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs where applicable (with the exception of any supplementary costs arising from your choice, where applicable, of a type of delivery other than the least expensive type of standard delivery offered by us). In the event of a partial return, if delivery costs were initially charged on a flat-rate basis applicable to the entire order, regardless of the number or value of the Products ordered, they will not be reimbursed, as they would have been the same for the Products retained alone.

This reimbursement will be carried out without undue delay and, in any event, not later than fourteen (14) days from the day on which we are informed of your decision to withdraw from this contract. Where applicable, we may withhold reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest.

We will carry out the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

You must send back the Product(s) concerned, without undue delay and, in any event, not later than fourteen (14) days after the day on which you communicated your decision to withdraw from this contract to us. The deadline is met if you send back the goods before the period of fourteen (14) days has expired.

The Products must be returned complete, in their original packaging where possible, together with all their accessories (including any gifts provided as part of promotional offers conditional upon the returned Product). In accordance with Article L221-23 of the French Consumer Code (Code de la consommation), you shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

We will cover the return shipping costs based on the original delivery address of your order, by means of a prepaid label which will be provided to you, and which must be affixed to the parcel. This label will contain the details required for the processing of your return and will cover the cost of return shipping. If for any reason you are unable to use this label, we invite you to contact our Customer Service team, who will assess your request on a case-by-case basis.

Please then select a DHL collection point nearest to you. You may also contact our Customer Service team or DHL Express directly to arrange a collection from your home address.

In order to retain proof of this return, we recommend that you keep a copy of the tracking number and a copy of the return shipping label, which should be dated and signed by the shipping company, so as to provide a definite date for your shipment.

Regarding the purchase of E-Gift Cards, the specific terms for exercising the buyer's right of withdrawal are set out in Article 11 below.

10 - LIABILITY - WARRANTY

You must ensure that the KENZO Products delivered to you correspond to your order. In the event that the KENZO Products delivered do not coincide with your order, you must inform our Customer Service (the contact details of which are indicated in Article 12) and return the Product(s) in question in accordance with the conditions laid out in Article 9.

The KENZO products offered for sale on the E-shop automatically benefit from:

- the statutory warranty of conformity under the conditions defined in Articles L. 217-1 and following of the French Consumer Code,
- the statutory warranty against hidden defects under the conditions defined in Articles 1641 and following of the French Civil Code.

Without prejudice to the aforementioned provisions, and in accordance with Article D.211-2 of the French Consumer Code, the following terms from its appendix are reproduced (subject to translation in English) below:

“The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

Where the contract for the sale of goods provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal guarantee applies to this digital content or digital service throughout the envisaged supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date of its appearance.

The legal guarantee of conformity entails an obligation for the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to the repair or replacement of the goods within a period of thirty days following their request, free of charge and without significant inconvenience to them.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests the repair of the goods, but the seller imposes their replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by receiving a full refund upon returning the goods, if:

1. The professional refuses to repair or replace the goods;
2. The repair or replacement of the goods occurs after a period of thirty days;
3. The repair or replacement of the goods causes significant inconvenience to the consumer, in particular when the consumer permanently bears the costs of taking back or removing the non-conforming goods, or if they bear the installation costs of the repaired or replacement goods;
4. The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a reduction in the price of the goods or to the termination of the contract where the lack of conformity is so serious as to justify an immediate price reduction or termination of the contract. The consumer is then not required to request the repair or replacement of the goods beforehand.

The consumer is not entitled to terminate the sale if the lack of conformity is minor.

Any period during which the goods are immobilized for the purpose of their repair or replacement suspends the remaining guarantee period until the delivery of the restored goods.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs in bad faith the implementation of the legal guarantee of conformity incurs a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the goods are kept or to a full refund upon returning the goods. “

The legal warranties of the local law of the customer's country of residence that are more favorable to the customer than the above French legal provisions shall apply for the benefit of the customer.

The performance of all or part of our obligations will be suspended in the event of the occurrence of a fortuitous event or force majeure that hampers or delays its performance.

Finally, without prejudice to KENZO's security obligations, the buyer must maintain the security of its online transactions, particularly by not disclosing its identifiers and passwords to anyone.

Computerized records, stored in the IT systems of KENZO and its partners, such as carriers, will be considered admissible, valid, and enforceable proof of communications, orders, and payments between the Parties.

11 – SPECIFIC CONDITIONS APPLICABLE TO KENZO E-GIFT CARDS

• How to purchase a Kenzo E-Gift Card?

The KENZO gift card can be purchased exclusively on the E-shop, and only in the following Eurozone countries: Germany, Austria, Belgium, Cyprus, Croatia, Spain, Estonia, Finland, France, Greece, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Portugal, Slovakia, Slovenia.

The purchase is limited to a single E-Gift Card per order and cannot be combined with other Products in the same basket.

The E-Gift Card can only be credited by the buyer once during its purchase. It is not rechargeable by the buyer or the beneficiary.

During the purchase process, the buyer must complete the mandatory fields on the order form. This data will be processed in accordance with KENZO's Personal Data Protection Policy.

The buyer can choose the value of the Kenzo E-Gift Card to be credited from the amounts offered by KENZO on the E-shop, namely: €50, €150, €250, €500 or €800. No fees will be applied to these amounts.

The E-Gift Card can be paid for with all payment methods accepted on the E-shop, with the exception of another E-Gift Card.

When ordering, the buyer can write a personal message for the beneficiary of up to 200 characters, which will appear in the email accompanying the E-Gift Card. KENZO is not responsible for the content of this message. The message must not under any circumstances:

- Violate the intellectual property rights of third parties;
- Infringe the laws in force in France or the country of purchase;
- Contain defamatory, insulting or threatening language;
- Include obscene or pedo-pornographic elements;
- Contain sensitive personal data.

Once the payment has been finalized and the order confirmed, the E-Gift Card is issued and sent by email to the buyer, to the email address mentioned when ordering. The E-Gift Card will also be simultaneously sent to the beneficiary at the email address provided when ordering, with its unique code for its use. In this regard, the buyer declares and guarantees KENZO that they are authorized to communicate the beneficiary's email.

It is not possible to send the E-Gift Card at a later date.

• **What is the period of validity of a Kenzo E-Gift Card?**

The E-Gift Card is valid for a period of three (3) years from the date of purchase.

The expiry date is mentioned in the email containing the E-Gift Card and can be consulted at any time on the "View my E-Gift Card" page.

After this period, the E-Gift Card can no longer be used.

Upon expiration of the validity date, the remaining balance will no longer be usable or refundable, unless legally required by the applicable law in the country where the E-Gift Card was purchased.

If your E-Gift Card needs to be re-credited by KENZO as part of your right of withdrawal or a legal guarantee, for a Product purchased with an E-Gift Card before its expiry date, the expiry date of your E-Gift Card will be extended for a period of 60 days from its initial expiry date.

• **How to use the Kenzo E-Gift Card?**

The E-Gift Card is activated upon sending and can then be used directly as a payment method, exclusively on the E-shop of the country where it was purchased. For example, if you purchase your E-Gift Card on the France E-shop, it will only be usable on the France E-shop. Therefore, the E-Gift Card cannot be used in an E-shop country different from the country of purchase on the E-shop. For example, if you purchase your E-Gift Card on the France E-shop, your E-Gift Card will not be usable on the Italy E-shop.

Without limitation, the E-Gift Card is also not usable in physical stores, outlets, corners in department stores and other e-commerce sites. The E-Gift Card can be used to purchase all Products offered on the E-shop, with the exception of the purchase of another E-Gift Card.

The beneficiary can use the E-Gift Card once or several times, within the limit of one E-Gift Card per order, and within the limit of the available balance. Indeed, it is not possible to use several E-Gift Cards to pay for the same order.

The E-Gift Card can then be used by entering its unique code appearing on the E-Gift Card issued in the field provided for this purpose during payment on the E-shop.

If the order amount exceeds the balance available on the E-Gift Card, the difference must be paid by another payment method accepted by KENZO on the E-shop, in accordance with Article 6 above.

With each use, the order amount is debited at the time of the order and will be automatically deducted from the balance of the E-Gift Card used. If the order amount is less than the balance, the remaining balance will remain available until it is used or until the end of the E-Gift Card's validity. Once the balance has been used in full, the E-Gift Card is unusable and cannot be reloaded.

The E-Gift Card is not nominative. It cannot be exchanged for cash, nor can it be the subject of an exchange or a refund, even partial, or any monetary compensation or reduction, in case of loss, theft, damage, or expiration. This rule applies subject to the buyer's right of withdrawal and any mandatory legal provisions, if applicable, in the country of purchase.

In the event of Product return in application of Article 9 above:

- If the payment was made solely with the E-Gift Card, the refund will be made to the E-Gift Card used for the purchase.
- In the event of payment with an E-Gift Card and another payment method, the refund will be made as a priority to the payment method other than the E-Gift Card used, up to the limit of the amount debited at the time of purchase. The remaining amount due, if any, will be refunded to the E-Gift Card.

The buyer and the beneficiary are responsible for the security, confidentiality, storage and use of the E-Gift Card, in particular the code associated with it. The buyer shall be responsible for any use of the E-Gift Card, by themselves, that would deprive the beneficiary of the use of all or part of it.

Without prejudice to the legal guarantees applicable, and except in the event of gross negligence or willful misconduct on the part of KENZO, KENZO declines all responsibility: in the event of loss, theft, damage or unauthorized use of an E-Gift Card by the buyer or a third party, or even in the event of non-receipt of the E-Gift Card in the event of an invalid email address, saturated email boxes, firewall or anti-spam filter of the buyer or the beneficiary.

• **Buyer's right of withdrawal after purchasing a Kenzo E-Gift Card**

In accordance with the provisions of Article L.221-18 of the Consumer Code, the buyer has a right of withdrawal that he/she can exercise within fourteen (14) days from the date of the buyer's receipt of the E-Gift Card, as evidenced by the sending of the e-mail containing the E-Gift Card to the address provided during the purchase, provided that the E-Gift Card has not been used in part or in whole before the expiry of this period. The E-Gift Card cannot be exchanged. This right cannot be exercised by the beneficiary, if the beneficiary is different from the buyer.

To exercise the right of withdrawal, the buyer may notify us of their decision to withdraw from this contract by means of an unequivocal statement:

1/ The buyer may use the following online process:

1. Prior access to the order management interface:
 - Either through the dedicated interface, accessible via the "TRACK MY ORDER / EXERCISE MY RIGHT OF WITHDRAWAL" feature. Enter the relevant order number and the email address associated with the order, then click "SEND";
 - Or from your customer account, if you were logged in when placing your order. Then select the relevant order linked to your account.
2. Step 1: Once logged into the tracking interface for the relevant order, click on the "EXERCISE MY RIGHT OF WITHDRAWAL" button. A new interface will open summarising the request.
3. Step 2: Review your selection and click "CONFIRM WITHDRAWAL" to confirm and submit your request.
4. An email acknowledging receipt of your request will then be sent to you as soon as possible, to the email address associated with your order. It will include the details of your request as well as the date and time of its submission.

2/ You may also notify your decision to withdraw by completing and submitting the model withdrawal form appearing at the bottom of these General Terms and Conditions of Sale, although this is not mandatory, or any other unequivocal statement expressing your wish to withdraw, by contacting us in accordance with the procedures specified in Article 12 below

If you withdraw from this contract, we will reimburse the amount credited to your E-Gift Card at the time of your order. This reimbursement will be carried out without undue delay and, in any event, not later than fourteen (14) days from the day on which we are informed of your decision to withdraw from this contract. We will carry out the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

• **How to find out the balance of a Kenzo E-Gift Card?**

The balance of the E-Gift Card is available on the "View my E-Gift Card" page, by entering the code associated with your E-Gift Card, appearing on the E-Gift Card.

KENZO reserves the right to correct the balance of the E-Gift Card if KENZO believes that an administrative, billing or accounting error has occurred.

12 - CUSTOMER SERVICE – AFTER SALE SERVICE

For any information, claim or a question in particular relating to our your orders, our General Terms and Conditions of Sale, our E-shop or to KENZO Products, please contact our Customer Service, in French or English, available Monday to Friday, except on French public holidays, from 9 am to 5:30 pm, French local time, by telephone at: +33 (0)1 73 04 21 39 , by email: customerservice@kenzo.com, by using the contact form on our E-shop ([link](#)), or by sending a letter to the following address: KENZO - Customer Service E-shop - 18 rue Vivienne - 75002 Paris, France.

13 - DATA PROTECTION

Personal data marked as mandatory (*) is required for KENZO to process and deliver orders. This information is intended for KENZO and its service providers involved in performing the order.

For further information on how KENZO uses data, please read our Personal Data Protection Policy available on our E-shop (also available here).

You have rights with regard to how KENZO processes your data (access, correction, deletion, opposition, limitation, portability, withdrawal of consent).

You can exercise these rights or ask any question concerning the management of your personal data by contacting our Data Protection Officer, the contact details of whom are provided in section "Your rights", in the Personal Data Protection Policy.

Without prejudice to the foregoing, if KENZO collects the customer's telephone number, the latter may register on the cold calling opposition list on Bloctel, on the website www.bloctel.gouv.fr, if they have a French telephone number.

14 - INTELLECTUAL PROPERTY

The intellectual property rights attached to the Products sold on the Site, to the visuals, and films represented, are and remain the exclusive property of KENZO. All exploitation rights are exclusively reserved for it. Under these conditions, no one is authorized to reproduce, exploit, disseminate, or use for any purpose whatsoever, even partially, the intellectual property rights of KENZO, without its prior written consent.

The KENZO trademarks and logos are registered trademarks. Any total or partial reproduction constitutes a counterfeit and is, therefore, strictly prohibited.

The use of all or part of our E-shop, in particular by downloading, reproduction, transmission, or representation for purposes other than personal and private use for non-commercial purposes, is prohibited.

15 – SEVERABILITY

If one or more provisions of these General Terms and Conditions of Sale are declared null and void or deemed unwritten pursuant to a law, regulation, or a final decision by a competent court, the other provisions shall retain their full force and effect.

16 - CHOICE OF LAW - LANGUAGE – DISPUTES

The General Terms and Conditions of Sale are governed by and subject to French law, without prejudice to the mandatory provisions of the law of the consumer's habitual residence, which may be more favorable to the consumer, and which shall prevail over these General Terms and Conditions of Sale.

The General Terms and Conditions of Sale are drafted in French. Should they be translated into one or more other languages, the French version shall also prevail in case of dispute, unless otherwise imperatively provided.

In the event of a dispute concerning the General Terms and Conditions of Sale or a purchase on the E-shop, you are invited to contact Customer Service as per Article 12 herein.

You also have the option, before any legal action, to seek an amicable solution, and in particular to resort to conventional mediation or any other alternative dispute resolution method.

In accordance with the provisions of Title I, Book VI of the French Consumer Code, KENZO has designated the CMAP (*Centre de Médiation et d'Arbitrage de Paris, 39 avenue Franklin D. Roosevelt, 75008 Paris, France*) as consumer mediator.

Consumers may apply to the CMAP for mediation form available at www.cmap.fr ; Consumer page, after having sent a written complaint to KENZO, which has remained unanswered for more than a month after it was sent, or which has received an unsatisfactory response.

You may also contact CMAP under the same conditions, by postal mail at CMAP – Service Médiation de la consommation, 39 avenue Franklin D. Roosevelt, 75008 Paris, France.

The applicant for mediation must imperatively specify the subject of the dispute to CMAP and send all relevant documents, as indicated in the application form. Failing this, the application cannot be taken into account. This application can be made in French or English. Consumers are informed that they must submit their request to CMAP within a maximum period of one year from their written complaint to KENZO.

Furthermore, you can consult the remedies within the European Union by visiting the European Commission's website at the following address: https://consumer-redress.ec.europa.eu/index_fr

You remain free to accept or refuse mediation and, if mediation is used, each party is free to accept or refuse the solution proposed by the mediator.

Notwithstanding the foregoing, in the event of a dispute, and in accordance with Regulation No. 1215/2012 of December 12, 2012:

- the consumer may bring proceedings either in the French courts or in the courts where the consumer is domiciled
- KENZO may refer the case to the court where the customer is domiciled

This article applies without prejudice to any other mandatory consumer right.

MODEL WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

To KENZO - Customer Service E-shop - 18 rue Vivienne - 75002 Paris, France, or by email to customerservice@kenzo.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) *Delete as appropriate.*