

GENERAL TERMS AND CONDITIONS OF DISTANCE SELLING KENZO.COM

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INTRODUCTION

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

While maintaining our network of stores selling KENZO products (the "Products"), an online store is also available on our website at the following address: <http://www.kenzo.com> (the "E-shop").

A detailed description of KENZO Products is available when viewing each item individually on the E-shop. Our E-Shop format requires you to play an active role. It complies with the legal requirements for online sales and consumer protection.

Use of the online sales process described in these general terms and conditions of sale (hereinafter the "General Terms and Conditions of Sale") is reserved solely for consumers acting on their own behalf and personal use. Therefore, the Products are not intended for resale.

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, with the exception of:

- orders placed for the following countries: United Kingdom, Hong Kong, Singapore, Taiwan, Australia, Bulgaria, Canada, Czech Republic, Denmark, Hungary, Iceland, Indonesia, Israel, Lebanon, Malaysia, Mexico, New Zealand, Norway, Philippines, Poland, Romania, South Korea, Sweden, Switzerland, Thailand, Turkey, Vietnam, 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 and its [privacy policy](#);
- orders for the US and Japan. See the following respective policies [here](#).

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 General Terms and Conditions of Sale are in force for as long as they appear on our E-shop.

The customer declares that he/she has read 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, the Privacy Policy, the Cookies Policy and the E-Shop's Conditions of Use.

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 to these other entities. KENZO will not be held liable for any services or products offered by third parties.

With regard to the protection of your personal data collected on the E-shop, please consult our [Privacy Policy](#).

2 - IDENTIFICATION OF THE SELLER

KENZO Products are sold to you by the following company: KENZO, a *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.

3- PRODUCT INFORMATION AND AVAILABILITY

Information relating to KENZO Products sold on the E-Shop is available, with their references, in all KENZO stores and on the E-Shop. These references meet legal and regulatory requirements, in particular Articles L111-1 and L111-2 of the French Consumer Code ("*Code de la consommation*").

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, colours 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 11.

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.

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.

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 we supply, and/or to refuse 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, or any order from a customer with whom there is a dispute relating to the payment of a previous order.

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).

In accordance with article L441-9 of the French Consumer Code, an invoice will be sent to you by email when your KENZO Products are shipped.

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 concerned by the price error. If your order has been paid for, you will receive a refund of the amount paid for the Product immediately.

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.

The total cost of your order includes:

- The price of the KENZO Product purchased (including all taxes and administration costs)
- The delivery costs, calculated according to your delivery address and the delivery method chosen

You must pay for the total amount of the order with one payment.

6 - PAYMENT CONDITIONS

The following payment methods are accepted: credit cards (Visa, Mastercard, American Express, Carte Bleue and Maestro), Paypal, Wechatpay, Alipay, China UnionPay, Discover, Diners Club, Apple Pay, Klarna and JCB. The following local payment methods are also accepted: Sofort in Austria, Belgium, Germany and Switzerland, Ideal in the Netherlands, Bancontact in Belgium.

Payments made with Paypal, Sofort, Bancontact and iDeal are systematically debited when the order is placed. However, transactions made with other payment methods will be debited when the order is shipped. You guarantee that you are the holder of the account of the method payment used.

For credit card payments, you guarantee that you are the holder of the credit card to be debited and that it is your name that appears on the card.

You must provide the sixteen-digit number and expiry date on the front of your credit card and, if applicable, the security code on the back. This data is encrypted when it is entered and sent using the SSL protocol (confirmed by the appearance of "https" in the URL displayed by your browser).

The security of your bank data and online checks with the competent banking establishments and organisations are ensured by Adyen, a payment platform approved by the Banque de France (Approval No. 73829) via its secure Adyen solution.

In order to fight fraud and abusive usage of credit cards, KENZO performs an automated analysis of transactions. For further information, please consult our Privacy Policy.

Some banks charge additional fees for overseas/foreign 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 of the costs associated with this.

For payments other than by credit card, please check your payment account information before confirming your payment. KENZO will not be liable for any errors resulting from this.

KENZO reserves the right to suspend or cancel any order and/or delivery, whatever its nature and level of performance, in the event of non-payment or partial payment of a sum that may be due by the buyer, especially 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. 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.

We ship KENZO Products to European Union countries: France, Monaco, Greece, Bulgaria, Cyprus, Romania, Germany, Belgium, Italy, Luxembourg, Netherlands, Denmark, Ireland, Czech Republic, Austria, Croatia, Spain, Finland, Hungary, Poland, Portugal, Sweden, Slovenia, Estonia, Latvia, Lithuania, Malta and Slovakia. We also ship our Products to the following countries outside the European Union: Norway, United Kingdom, Iceland, Switzerland, Hong Kong SAR, Taiwan, Singapore, South Korea, Australia, Japan, Indonesia, Vietnam, Canada, Malaysia, Thailand, Turkey, Mexico, Israel, Lebanon, Philippines, New Zealand and the 50 states of the USA.

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.

The carrier may be required to contact you to arrange the delivery of your order or a possible Product return.

A signature will be required on delivery.

If, upon delivery, the external appearance of the package is not in conformity, we invite you to open it in the presence of the carrier in order to verify the condition of the KENZO Products delivered. In the event of damage to the Products or missing Products, please provide a specific description on the bill of lading on the deliveryman's mobile terminal at the time of signing for the Products, and please contact KENZO Customer service as soon as possible to inform us.

8 - TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

The transfer of title and ownership of the KENZO Products 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.

9 - RIGHT OF CANCELLATION - RETURNS

We want you to be completely satisfied with your purchases. Consequently, if you are not happy with the KENZO Products, it is possible for you to return them free of charge and receive a refund in the frame of your right of cancellation. However, we do not exchange items.

You have a period of fourteen (14) days to exercise your right of cancellation, without having to justify your decision, under the conditions of article L221-18 and seq of the French Consumer Code, if it meets the conditions laid out in these provisions.

This period starts from the moment the KENZO Products are received by you or a third party designated by you (other than the carrier). If your order contains several Products delivered separately, this period will start when you take possession of the last Product delivered.

If the fourteen (14) day period expires on a Saturday, a Sunday or a public holiday, it will be extended to the following working day.

Only you can exercise this right of cancellation. It should be noted that, in the case of a gift, the right of cancellation is for the sole benefit of the customer and cannot be exercised by the gift's recipient.

Furthermore, in accordance with Article L221-28 of the French Consumer Code, you are informed that the right of cancellation cannot be exercised (i) for orders of goods made according to the consumer's specifications or for goods that have clearly been personalised and (ii) for goods which have been unsealed by the consumer after delivery and which cannot be returned for hygiene or health reasons.

To return a Product, on our E-Shop, go "My Account" and select "My Orders", then:

1. Choose the relevant order number and select "create a return".
2. Follow the steps indicated to finalise your return.
3. Print the prepaid return label and affix it to your package. This label will contain details for processing your order and will release you from having to pay shipping costs.
4. Choose a DHL collection point near you. You can also contact our Customer Service or DHL Express directly to arrange for your parcel to be collected from your home.

You can also inform us of your decision to withdraw by using the cancellation form at the bottom of these General Terms and Conditions of Sale, or any other unambiguous statement expressing your wish to withdraw. This request can be sent to the Customer Service by email at the following address: customerservice@kenzo.com.

You have fourteen (14) days from the date of your request to return the Products to us.

You must return the Products to us complete (accessories, instructions, product label, etc.) in their original packaging, with the prepaid return label. This prepaid label can only be used when shipping from the original country of delivery. Products cannot be returned or refunded at stores.

To keep a proof of this return, we advise you to keep the copy of the return tracking number and of the shipping label validated by the shipping company that provides the specific date of your delivery.

KENZO will refund the returned Products at the price invoiced (including delivery costs and taxes unless the return is only partial), under the conditions of article L221-24 of the French Consumer Code, according to the initial payment method used, within a maximum period of fourteen (14) days following receipt by KENZO of the returned Products or following the date on which you provided proof of the Products having been shipped, whichever comes first.

By virtue of Article L221-23 of the French Consumer Code, the consumer can only be held liable in the event of depreciation of the goods as a result of handling other than that strictly necessary to establish the nature, characteristics and correct functioning of these goods. In this context, any Product returned incomplete, damaged, deteriorated, soiled or in any other condition that might reasonably suggest that they have been used or worn, will not be refunded and will be returned to you.

Any additional costs paid by the customer as a result of the choice of a specific delivery method will not be refunded.

If your returned Products are validated, a confirmation email will be sent to you.

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 11) and return the Product(s) in question in accordance with the conditions laid out in Article 9.

Without prejudice to the specific warranty conditions that may be available to you with the KENZO Products delivered, the KENZO Products sold on the E-shop are subject to the conditions of the legal conformity guarantees provided for in articles L217-3 to L217-20 of the French Consumer Code. Thus, if the Product is unfit for its intended use, you have two (2) years from the date of delivery of the goods to make use of this guarantee, by contacting us at the address mentioned in article 11. It should be noted that conformity defects which appear within twenty-four (24) months of the delivery of the goods will, unless proven otherwise, be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the defect claimed. In the event of a lack of conformity, you may benefit from the following options, depending on the possibilities and subject to the cost conditions provided for in Article L217-12 of the French Consumer Code: (i) the replacement of the non-conform KENZO Product subject to stock availability; or (ii) the repair of the non-conform KENZO Product. If these two solutions cannot be implemented within thirty (30) days following your request under the conditions provided for in articles L217-8 to L217-17 of the French Consumer Code, we will proceed with a full refund (purchase price and any delivery costs) in exchange for the return of the non-conform KENZO Product, or if you wish to keep the Product, with a reduction in price in proportion to the difference between the value of the item delivered and the value of the item lacking conformity. The cost of returning the Product, repairing it or delivering another Product will be covered by us. Sums owed by virtue of this article will be refunded on receipt of the item or proof of your return of the non-conform Product and, in any case, no later than within fourteen (14) days. Furthermore, KENZO Products sold on the E-shop are subject to the warranty against hidden defects provided for in articles 1641 and 1648 of the French Civil Code ("*Code civil*"). Consequently, if the Product is unfit for its intended purpose and the defect, prior to the purchase, was not apparent at the time of purchase, the consumer has two (2) years from the moment the defect is noticed to invoke this warranty. If the hidden defect is proven, you will have the choice of returning the item and receiving a full refund, or keeping the item and receiving a partial refund.

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.

11 - CLAIMS - INFORMATION

For any information, claim or a question relating to our E-shop's conditions of sale or to KENZO Products, please contact our Customer Service, in French or English, available Monday to Friday, except on French public holidays, from 10 am to 6 pm, French local time, by telephone at: +33 (0)1 73 04 20 58, by email: customerservice@kenzo.com, by using "[Contact us](#)" in the FAQ section of our E-Shop, or by sending a letter to the following address: KENZO - Customer service E-Shop - 18 rue Vivienne - 75002 Paris, France.

12 - 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 [Privacy Policy](#).

You have rights with regard to how KENZO processes your data (access, correction, deletion, opposition, limitation, portability, withdrawal of consent). To exercise these rights, please contact Customer Service and/or the KENZO Data Protection Officer, the contact details of whom are provided in section "Your rights", in the Privacy Policy.

13 - INTELLECTUAL PROPERTY

The KENZO trademark, as well as all figurative or non-figurative trademarks and, more generally, all other trademarks, illustrations, images and logos appearing on KENZO Products, their accessories or their packaging, whether registered or not, are and shall remain the exclusive property of KENZO.

Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for whatever reason and on whatever medium, is strictly prohibited.

The same applies to any combination or conjunction with any other trademarks, symbol, logo and, more generally, any distinctive sign intended to form a composite logo. These provisions also apply to all copyrights, designs and models, and patents reproduced on the site.

The use of all or part of our E-shop, in particular downloads, reproductions, transmission or representations for purposes other than for non-commercial personal and private use is prohibited.

14 - APPLICABLE LAW - LANGUAGE - DISPUTES

Our General Terms and Conditions of Sale are governed by and subject to French law. They are written in French. In the event of them being translated into one or more other languages, only the French text will be deemed authentic in the event of a dispute.

In the event of a dispute, before any legal action is taken, you will have the possibility of seeking an amicable solution, and in particular of resorting to conventional mediation or any other alternative dispute resolution method.

For any information or complaint, you can contact the Customer Service referred to in Article 11 of this document.

In accordance with the provisions of the French Consumer Code, KENZO has joined the consumer ombudsman service of the Centre de Médiation et d'Arbitrage de Paris (CMAP), the contact details of which are: **CMAP, 39 avenue Franklin Roosevelt - 75008 Paris, France / www.cmap.fr / Tel: +33 (0)1 44 95 11 40**

In the event of a dispute not having found an amicable solution by the Customer Service, it is possible for you to refer the matter to the CMAP consumer mediator: <https://www.cmap.fr/consommateurs/>

At the European level, the European Commission provides an online dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

Any disputes which may arise from our General Terms and Conditions of Sale with regard to their validity, interpretation, execution, termination, consequences and follow-up, will be submitted to the French courts.

FORM TO BE USED FOR WITHDRAWAL/CANCELLATION

(PLEASE COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO WITHDRAW/CANCEL AN ORDER).
TO THE ATTENTION OF KENZO CUSTOMER SERVICE E-SHOP, BY POST TO THE FOLLOWING ADDRESS 18
RUE VIVIENNE - 75002 PARIS, FRANCE OR BY EMAIL TO THE FOLLOWING ADDRESS:
CUSTOMERSERVICE@KENZO.COM.

I/WE [*] HEREBY NOTIFY[*] YOU OF MY/OUR [*] WITHDRAWAL/CANCELLATION OF THE ORDER
RELATING TO THE SALE OF THE GOODS DESCRIBED BELOW:

- GOODS ___ [REFERENCE]: _____
- ORDERED ON [*/RECEIVED ON [*]: _____
- NAME OF THE CONSUMER(S):
- ADDRESS OF THE CONSUMER(S):
- SIGNATURE OF THE CONSUMER(S) (ONLY IF THIS FORM IS NOTIFIED ON PAPER)
- DATE:

[*] DELETE AS APPLICABLE.