

Legal mentions

Introduction

KENZO SA (“KENZO”) manufactures and markets KENZO Products directly and indirectly all over the world. While maintaining our network of boutiques that sell KENZO Products (the “KENZO Products”), we also have an online shop that is accessible at the following address: <http://www.kenzo.com> (the “Website”).

A detailed description of each KENZO Product is available on the Website.

The online sale process described in these Terms and Conditions (hereinafter the “T&C”) relates to your purchase of the KENZO Products from the Website. KENZO Products are only available for purchase by individual consumers exclusively for their own account and personal use. KENZO Products may not be sold or resold following purchase from the Website.

1 - SCOPE OF APPLICATION

These T&C apply to each of your Orders for KENZO Products that are sold through our Website and purchased by you, for a delivery within the United States only, excluding US Territories and Puerto Rico.

These T&C provide you with important information regarding the conditions and detailed methods under which KENZO proceeds with the sale and delivery of the Products ordered, and defines the rights and obligations of the Parties. We ask you to read them carefully.

You can access these T&C at any time on our Website and the T&C may be printed or stored electronically.

We may amend these T&C from time to time in our sole discretion and the latest version of the T&C posted on the Website will apply to the purchase then made by you. However, the T&C applicable to your Order are those accepted by you when placing your Order.

By placing an Order through the Website, in ticking the relevant box, you confirm that you have read these T&C before placing an Order and unconditionally accept these T&C as well as the Legal Notice and the Terms of Use for the Website. These three documents constitute the entire agreement between you and KENZO.

These T&C do not govern the provision of services, or the sale of Products by entities other than KENZO, even in cases where those services or Products are presented on the Website via links, banners or other hypertext links. Before placing an Order and/or purchasing Products and services from entities other than KENZO, you are invited to check the terms and conditions of sale applied by such entities. KENZO will not be held liable for the provision of services or sale of Products by third parties.

2 – IDENTIFICATION OF THE SELLER

The KENZO Products are sold by KENZO PARIS USA LLC, a Delaware limited liability company with a principal place of business at 598 Madison Avenue, NY, NY 10022.

3 - ORDERS

You can choose the KENZO Products that you wish to Order from the Website, using the following procedures:

3.1 Placing Orders

When you place your first Order, we will ask you to open a client account and to fill out an Order form, providing information in certain mandatory fields so that we can process your Order. Should you not wish to create a client account of our Website, you can use the guest checkout, which only requires information necessary for the Order processing.

In the event of a period of inactivity during the connection, it is possible that the KENZO Products that you have chosen are no longer available. You will then be asked to re-enter your selection of KENZO Products from the beginning.

All of the steps necessary to place an Order are described on our Website.

Before an Order is placed, you will have the opportunity to check the details of your Order and its total price, and to correct any potential errors, before confirming that Order. Each Order placed entails a payment obligation. To confirm the final validation for an Order, you must click "Proceed to payment".

For any Order that you place through our Website, a confirmation email will be sent to you with your Order number and the details of the KENZO Products you have ordered. We advise you to keep a paper or electronic copy of the email. If the email is not properly received, you should check your spam folder.

Please note that this email is sent to the email address provided by you. KENZO cannot therefore be liable for any error made when entering your email address.

Despite all the care we take in presenting the KENZO Products on our Website, we cannot guarantee that their real appearance will correspond exactly to how they appear on our Website, your computer screen or mobile device.

3.2 Placing Pre-Orders

Some Products can be pre-ordered. These Products are identified as pre-orderable, on the Website. Unless a specific provision related to pre-ordered Products is indicated on the Website page (delivery period and delivery options) and in these T&C, the same provisions apply to Orders and Pre-Orders.

A mixed order, consisting of currently available Products and pre-ordered Products, is not possible.

Each Pre-Order placed entails a payment obligation. A "hold" will be placed on your mean of payment, for the full amount of the pre-ordered Product(s). Your bank account will only be debited when the pre-ordered Product is actually shipped.

As long as the preparation of the shipment of the Pre-Order has not begun, you are entitled to cancel your Pre-Order. In such case, the Pre-Order will not be delivered to you. The amount held on your bank account will be fully refunded without undue delay.

3.3 Limitations

Where permitted by law, we reserve the right to limit the quantities of KENZO Products that we supply, and/or to refuse any Order for any reason including Orders that appear to us to be unusual, designed to permit resale of KENZO Products, fraudulent Orders or Orders placed in bad faith. In addition, we reserve the right to refuse any Order from a client with whom there is a dispute concerning a previous Order (payment, return...).

4 - PRICE

The price of the KENZO Products are stated in U.S. Dollars, excluding sales, use and other taxes.

Unless otherwise specifically stated, prices do not include shipping costs, which are invoiced in addition to the price of the Products that you have purchased. Shipping costs are specified on the Website and are subject to revision or modification from time to time. These shipping charges may be waived for purchases over a certain value.

We pay the closest attention to the accuracy of the prices on our Website. However, in the case of an error on our part and subject to applicable law, we reserve the right to not provide the KENZO Products where the posted price was manifestly incorrect. In such case, should you have already paid your Order, you will receive an immediate refund corresponding to the amount paid.

We can modify the prices listed on our Website at any time and without prior notice. However, subject to the foregoing provision regarding a manifest pricing error, such modified prices will only be applied to new Orders made after the price change, and will not affect the pricing on Orders that have already been placed.

Upon confirmation of your Order, you will receive an email with the confirmed price paid for each Product purchased, giving details of the price of each item, and where applicable, the shipping costs charged.

5 - CONDITIONS OF PAYMENT

All payments are taken in U.S. Dollars.

Payments through the Website can be made:

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Using a Paypal, WeChatPay or Alipay account (for desktop and mobile versions) ; or an ApplePay account (for mobile version only);

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By bank card: debit or credit card (Visa, Mastercard, American Express, China Union Pay, Discover, Diners Club, JCB)

Your bank card will be charged as soon as your Order (or Pre-Order) has been dispatched.

For payment by bank card, you confirm that you are the holder of the bank card and that your name is indeed featured on said card. You will have to provide the numbers and expiry date featured on the front of the card, together with the CVC number shown on its back (or front).

All credit and debit card information are encrypted using current industry standards (including the SSL protocol) (confirmed by the appearance of the “https” in the address displayed by your navigator).

For any payment mean, checks are carried out online directly with the relevant banking establishments or bodies.

In order to fight fraud and abusive usage of payment means, KENZO or its service providers may store and automatically process information concerning each Order, including but not limited to the bank card information or electronic wallet ID, but at all times consistent with the security norm of the lasts version of PCI-DSS. KENZO and its service providers reserve the right to track fraudulent activity including transactions that are declined.

Although our transactions are conducted in U.S. Dollars, if your bank card is in a foreign currency, some bank card providers charge additional fees for foreign money transfers and bank card transactions in foreign currencies. You should confirm the applicability of any fees before placing your Order with us. KENZO will not be liable for additional charges associated with foreign currency transactions.

If the amount owed cannot be charged or debited for any reason whatsoever (objection, refusal by issuing center, etc.), the Order will be immediately cancelled, and the online purchasing process will be terminated.

6 – SHIPPING AND DELIVERY

6.1 Your KENZO Products will be delivered to the shipping address specified in your Order. Except for specific circumstances or the unavailability of one or more KENZO Products, all KENZO Products in the same Order will be sent as part of one delivery.

6.2 We only deliver KENZO Products to your (or an individual designated by you, for a gift for ex.) permanent place of residence or workplace anywhere in the United States, excluding US Territories and Puerto Rico. No deliveries will be made to hotels or post office boxes.

Deliveries will be made to the address that was entered when the Order was placed, when the payment for the Order amount has been recorded.

6.3 Orders are delivered within the time period indicated by KENZO on the Cart. However, please note that these delivery dates are given on an indicative basis (depending on the delivery address) and therefore non-binding. In any case, Orders shall be delivered within no more than 30 days after the Order is fully paid.

Pre-Orders shall be delivered within the delivery window indicated on the Website (before pre-Order's confirmation and payment). You will be notified in case of any delay in delivery, and in such case, you'll have the right to cancel your Pre-Order.

6.4 You will receive an email when your Order is ready to be collected by our shipping partner (UPS). To follow the delivery, you may opt to receive tracking up-dates via SMS text messages or email.

Your Order will be picked up KENZO's shipping partner (UPS) directly from the KENZO warehouse. Our shipping partner will only contact you for routine communication necessary to deliver your Order or to make arrangements for pick-up if you need to return an item.

Signature will be required upon delivery.

Upon delivery, you will receive, for each Product, a receipt with written confirmation of the price paid with the Product prices and delivery charges if applicable.

6.5 If, at the time of delivery, the exterior appearance of the package is not perfect, you must open it in the presence of the carrier, to check the condition of the KENZO Products that have been delivered. In the event of damage to the package (damaged package, opened package...), and/or to the Products, please provide a specific description on the delivery note, and follow the return process as described in Section 8.

You are also entitled to refuse the delivery. Our shipping partner will then return the package to our warehouse, and the Order shall be cancelled. You will be refunded without undue delay.

Please note that you will not be able to take recourse against our shipping partner or KENZO, unless you have complied with the above requirements.

7 - TRANSFER OF OWNERSHIP - PASSING OF RISK

The transfer of title and ownership of the KENZO Products will only occur after full payment of the purchase price.

The risk of loss for the KENZO Products will transfer to you upon delivery of the KENZO Products at the delivery address that you have provided.

8 - RETURNS

8.1 We want you to be fully satisfied with your purchases. Therefore, if you are not satisfied with KENZO Products, or in case you receive a defective Product, we offer you the possibility to return them free of charge for a full refund. We do not offer exchanges (If you need to exchange a KENZO Product for a different size or color, the originally purchased KENZO Product must be returned and then a new KENZO Product ordered).

8.2 You have a period of 14 calendar days from delivery to request to return an item. This time period runs from date of delivery of the KENZO Products to you. When the 14-day period expires on a Saturday, Sunday or legal holiday, it will be extended to the following working day.

To request a return, please access your account on the Website and go to the "Orders" section.

Choose the Order number that contains KENZO Product that you want to return and select "create a return".

Follow the steps to choose your KENZO Product and provide a reason for the return.

Our shipping partners will contact you to arrange the collection of the return and will send you an email with the return shipping label and commercial invoice to print and attach to the parcel.

When you have purchased your Order using the guest checkout, you may request a return by clicking on the Order tracking link provided in the confirmation email received after placing your Order.

Once having requested your return through the Website, you may return the Products, using the prepaid shipping label joined to your original package. You'll then have to contact our shipping partner (UPS), for package pick-up.

Please reference the Order and return numbers in your return package.

8.3 You must return the KENZO Products to us in their original packaging, complete with accessories, notice, labels, etc. and a copy of the Order invoice.

The pre-paid shipping label can only be used for a return.

The KENZO Products cannot be returned to any retail store and must be returned via this process.

In order to facilitate returns, we advise you to keep the copy of the return tracking number and of the shipping label validated by our shipping partner (UPS) that provides the specific date of your delivery.

We will reimburse you for returned KENZO Products at the invoiced price, according to the original method of payment, within a maximum period of 14 days following the date on which we acknowledge good receipt of your returned purchases and if they comply with our quality control review. Delivery charges are reimbursed if you return the original Order in its totality. They will be withheld for partial returns.

You will receive an e-mail confirmation, once the Product has been accepted for return and reimbursement executed. Only the person that placed the original Order can initiate a return and a return cannot be initiated by another party that received the original Order (i.e., in the case of a gift).

No reimbursement will be provided for any KENZO Products that are returned incomplete, damaged, deteriorated, soiled or that have been used or worn. KENZO Products in such condition will be returned to you and no refund will be given.

All defective Products may be returned to KENZO free of charge.

9 - CLAIMS - INFORMATION

For any information, claims or questions concerning these T&C applicable to US located customers for purchases on our Website or the KENZO Products themselves, you can contact our Customer Service team, available from Monday to Friday (except public holidays) from 9:30 am to 5:00 pm New York local time, by phone : +888-705-3696, by email: customerserviceusa@kenzo.com, or by postal mail: KENZO – Customer Service Website - 598 Madison Avenue, NY, NY 10022.

10 – PROTECTION OF PERSONAL DATA

Please refer to our Privacy Policy.

11 - INTELLECTUAL PROPRERTY

KENZO trademarks, figurative or non-figurative trademarks, illustrations, visuals, logos appearing on KENZO Products, accessories, or packaging, whether protected by copyright or not, are exclusively owned by KENZO. Any reproduction, whether total or partial, modification or use made of such trademarks, illustrations, images and logos, for any reason whatsoever and on any support whatsoever, made without express prior consent from KENZO, is strictly prohibited.

Also prohibited is any combination or conjunction with any other trademark, symbol, logo, and, more generally, any distinctive mark intended to create a composite logo. This is also the case for any copyright, designs and patents which are the property of KENZO.

The use of all or part of the Website, particularly downloading, reproduction, communication or representation, for any purpose other than personal and private use for non-commercial purposes, is strictly prohibited. Any person who breached these provisions is then exposed to the sanctions defined by applicable law including with respect to breach of copyright and trademark rights.

12 – SIGNATURE AND EVIDENCE

KENZO acts to ensure that a high level of security is guaranteed in relation to the personal information of its customers. However, you also have a role to play in the protection of your personal data. In particular, you must keep your online transactions secure by, for example, never disclosing identifiers (your email address) and/or passwords to anyone and by changing passwords on a regular basis. KENZO cannot therefore be held liable with regard to the disclosure of your information to any individual having used your identifier (email address) and/or password. The user of your identifier (email address) and/or password will therefore be taken as proof of identity and render the corresponding amounts due, once the Order has been validated. KENZO shall not under any circumstances be held liable with regard to the fraudulent use of such information. Provision of a bank card number and the final validation of the Order will be taken as evidence of acceptance of the said Order and render due the amounts committed by the entry of the products making up the Order. The automated registers saved in the IT systems of KENZO and its partners will be considered as evidence proving the communications, Orders and payments made by and between the Parties.

13 – FORCE MAJEURE

The performance by KENZO of all or part of its obligations will be suspended upon the occurrence of an event of force majeure which would impede or delay such performance.

KENZO will inform you of the occurrence of any such fortuitous event or event of force majeure within seven (7) days. Should this suspension continue for more than fifteen (15) days, you would then have the option to cancel any outstanding Orders.

14 - LIABILITY - WARRANTY

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL KENZO BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THE WEBSITE, THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY.

KENZO'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THE WEBSITE AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO KENZO FOR THE PURCHASE OF SUCH PRODUCTS.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15 - DISPUTES - APPLICABLE LAW

The present T&C are governed by and interpreted in accordance with the laws of the State of New York. All disputes arising under these T&C shall be submitted to the jurisdiction of the competent courts in New York, New York.

If either Party decides not to take action against the other Party in the event of a breach of any one of its obligations set out within these T&C, this may not be interpreted for the future as a waiver of the obligation in question

16 - NOTICE TO NEW JERSEY RESIDENTS

Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. The previous provisions in the present T&C do not apply to you and are not intended to vary, diminish or alter your rights under New Jersey law: Articles 17 and 18. Specifically, nothing in these T&C limits, varies, diminishes, affects, or otherwise voids or alters your rights under New Jersey law as they relate to dispute resolution, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright. Your rights regarding these specific provisions will be governed by New Jersey law. In the event of any conflict between these T&C and New Jersey law, New Jersey law will govern.