

General terms and conditions of sale.

VERSION DATED NOVEMBER 4, 2024

These general terms and conditions of sale (hereinafter referred to as "GTC") apply to all purchases made on the English website www.chaussea.com (hereinafter referred to as the "Website").

INTRODUCTION

These GTC represent the entirety of the obligations of the parties. In this regard, the buyer is deemed to accept them without reservation.

They apply to the exclusion of all other conditions, particularly those applicable to in-store sales.

If one or more clauses of the GTC are found to be invalid or declared as such by law, regulation, or court decision, the other provisions will retain their full force and effect.

PERSONAL DATA & COOKIES

During the ordering process, the personal data collected will be subject to computerized processing. The Buyer will be invited to refer to the "[Personal Data](#)" section of the Website to obtain information on this topic.

1. PURPOSE AND SCOPE

The GTC aim, on the one hand, to inform any person visiting the Website with the intent to place an order (hereinafter referred to as the "Buyer") about the terms and conditions under which the seller (hereinafter referred to as "CHAUSSEA") sells and delivers the ordered products and, on the other hand, to define the rights and obligations of the parties within the framework of product sales by CHAUSSEA.

The Buyer declares that they have read and accepted these GTC before placing their order.

CHAUSSEA reserves the right to modify the GTC at any time and without prior notice. The order will be subject to the GTC in effect at the time the order is placed. The GTC are available in PDF format on the Website.

Before placing an order, the Buyer declares:

- That they have full legal capacity, allowing them, either personally or through their legal representative, to place an order on the Website. CHAUSSEA is under no obligation to verify the legal capacity of its Buyers. Consequently, if a Buyer lacks legal capacity, their legal guardians will assume full responsibility for any order placed on the Website and, in particular, must fulfill the payment obligations;
- That they unreservedly accept the GTC;
- That their order has no direct connection to their professional activity and is strictly limited to personal use.

2. CONTRACT FORMATION AND ORDERS

2.1 PRICE

The prices of products offered for sale on the Website are indicated in euros and are those in effect at the time the Buyer places the order.

CHAUSSEA may modify the sales prices at any time. This change will be communicated to the Buyer before any order is placed.

These prices do not include shipping/delivery/transport fees, which are charged in addition to the price of the purchased products, as well as any other specific fees indicated at the time of order confirmation.

Shipping costs will be specified before the order is finalized by the Buyer.

The various shipping methods are outlined in the GTC below and may be modified by CHAUSSEA at any time. Therefore, CHAUSSEA advises all Buyers to regularly review the GTC available on the Website. Prices include the value-added tax (hereinafter referred to as "VAT") applicable on the day of the order. Any change in the applicable VAT rate will automatically be reflected in the price of products sold by CHAUSSEA on the Website.

2.2 CHARACTERISTICS AND AVAILABILITY OF PRODUCTS

Before placing an order, the Buyer can review the essential characteristics of the product(s) they wish to order on the Website.

The Buyer may select one or more products, up to a maximum of eight (8) products, from the various categories offered on the Website.

The offers presented by CHAUSSEA are valid as long as they are displayed on the Website and subject to stock availability.

Products are described and presented with the greatest accuracy possible. However, if errors or omissions occur in this presentation, the seller's liability cannot be held responsible.

CHAUSSEA may modify the range of products offered for sale on the Website at any time, particularly due to constraints related to its suppliers.

Information on product availability is provided to the Buyer at the time of placing the order.

Any out-of-stock product will not result in order confirmation.

2.3 ORDER

To place an order, the Buyer must create a customer account.

To create a customer account, the Buyer must complete all the fields marked with an asterisk, namely:

- NAME
- FIRST NAME
- EMAIL
- PASSWORD

To validate their customer account, the Buyer must register and confirm a password.

This password is strictly confidential, and the Buyer agrees to inform CHAUSSEA of any unauthorized use of their password and/or customer account.

The Buyer is informed of the possibility to create a customer account through their Facebook or Google account.

To complete their order, the Buyer must also provide the following information:

- Postal address (one for the delivery address and one for the billing address if it differs from the delivery address)
- A phone number

The Buyer guarantees the sincerity and accuracy of the information provided and releases CHAUSSEA from any liability due to inaccuracies in the information provided.

The Buyer will have access to their customer information in their dedicated space.

The Buyer has the option to review the details of their order and correct any potential errors until the order is confirmed.

After reviewing the content of their order in the shopping cart, the Buyer can confirm the order by clicking the "Buy" button.

The Buyer will definitively confirm the sale by making the payment.

The Buyer will be deemed to have accepted the applicable GTC, the prices, volumes, characteristics, quantities, and delivery times of the products offered for sale and ordered by them.

An order confirmation will be sent to the Buyer via email.

The order confirmation will be sent to the email address provided by the Buyer when placing the order.

The GTC applicable at the time of order placement will be sent to the Buyer in PDF format in the order confirmation email.

The summary of the Buyer's order will be available in the Buyer's customer account.

In the event of legitimate reasons, including the cases listed below, CHAUSSEA reserves the right to cancel or refuse any order from a Buyer, without such cancellation or refusal entitling the Buyer to any damages and/or costs other than the refund of any amount paid by the Buyer for said order:

- The Buyer's billing and/or delivery information is incorrect or unverifiable;
- A dispute exists regarding a previous order with the Buyer;
- The order contains one or more unavailable products;
- The order placed by the Buyer is considered unusual, potentially fraudulent, or placed by a reseller;
- The order contains more than eight (8) items.

3. PAYMENT

3.1 PAYMENT TERMS

The accepted payment methods as of today are: Credit Card, Visa, MasterCard, PayPal, and Bancontact (for Belgium only).

Any bank fees remain the responsibility of the Buyer, including in the case of a refund. The Buyer declares that they are fully authorized to use the chosen payment method.

Gift cards and store-issued credits are not valid on the Website.

3.2. SECURING PAYMENT TRANSACTIONS

No payment information is retained. Banking data will be transmitted in encrypted form to render it unreadable. They will be directly recorded on the secure payment server of our Payment Service Provider.

As part of anti-fraud efforts, we use 3D Secure V2 for payments made with Credit Card, VISA, and MasterCard. 3D Secure (also known as Verified by VISA) is a strong authentication payment system that enhances the security of online purchases.

The Buyer can pay online with confidence by entering their card number, expiration date, and the security code located on the back of the card in the designated fields. During payment, the bank verifies the cardholder's identity before approving the transaction.

The Buyer will be redirected to their bank's website, where they will be asked to authenticate. This process is specific to the Buyer's bank and may, for example, involve validating the transaction via their mobile phone or another method.

The Buyer is particularly encouraged to ensure the security of the payment by checking that the browser address bar begins with "https." Once this step is confirmed, the payment is completed, and the Buyer will receive a confirmation email for their order.

3.3. PAYMENT ISSUES

CHAUSSEA reserves the right to suspend or cancel any order and/or delivery, regardless of its nature or stage of execution, in the event of non-payment or partial payment of any amount owed by the Buyer, in the case of a payment issue, fraud, or attempted fraud, including in connection with future orders.

3.4. LATE PAYMENT INTEREST

Any amount not paid by the due date will automatically accrue interest at the legal rate, which will be directly charged to the customer's account.

4. DELIVERY

CHAUSSEA delivers only to mainland France, Luxembourg, Germany, Spain, Belgium, and the Netherlands. The ordered products will be sent to the delivery address provided by the Buyer during the ordering process. Delivery times take effect from the moment the package is handed over to the carrier.

All deliveries are notified by email.

Since the delivery methods are left to the Buyer's choice, CHAUSSEA commits to providing information on delivery times (in business days) and costs, including all taxes, based on the selected delivery method before the Buyer confirms the order.

If the Buyer is absent on the day of delivery, the carrier will inform them via a delivery notice left in the mailbox or an electronic message (email, SMS, etc.) to propose a solution for collecting the package.

If the Buyer fails to collect their order or provides incorrect information when confirming their order, the package will be returned to CHAUSSEA.

The Buyer may choose from the following delivery options:

HOME DELIVERY

Packages are shipped with various carriers and come with a tracking number.

The average shipping time is 2 days for France and 2 to 5 days for other countries.

The carrier may require a signature upon delivery.

It is possible that the order will be shipped in multiple packages. In this case, different tracking numbers will be provided in the shipping confirmation email and on the Buyer's online account.

The Buyer is informed that the home delivery service may incur an additional charge of 5 euros for deliveries to mountainous areas.

The Buyer is also informed that the home delivery service is not available for Corsica and the DOM-TOM (overseas territories).

- FRANCE: €5.90, FREE for orders over €60
- BELGIUM: €8.99
- GERMANY: €8.99
- LUXEMBOURG: €8.99
- NETHERLANDS: €8.99

EXPRESS HOME DELIVERY

Packages are shipped with Chronopost and come with a tracking number.

The average shipping time is 1 business day for France.

The carrier delivers from Monday to Saturday.

The carrier may require a signature upon delivery.

It is possible that the order will be shipped in multiple packages. In this case, different tracking numbers will be provided in the shipping confirmation email and on the Buyer's online account.

The express home delivery service is not available for Corsica and the DOM-TOM (overseas territories).

- FRANCE : €9,99

DELIVERY IN PICKUP POINT

Packages are shipped with a tracking number.

The average shipping time is 2 days for France and 2 to 5 days for other countries.

The pickup point may require a signature and an ID when collecting the package.

It is possible that the order will be shipped in multiple packages. In this case, different tracking numbers will be provided in the shipping confirmation email and on the Buyer's online account.

An SMS will be sent to the Buyer to inform them of the availability of their order at the pickup point.

Delivery to a pickup point in Corsica is subject to an additional charge of 5 euros.
The delivery service to a pickup point is not available for the DOM-TOM (overseas territories).

- FRANCE: €3.99, FREE for orders over €60
- LUXEMBOURG: €6.99
- BELGIUM: €4.99

E-RESERVATION

THE BUYER ORDERS ONLINE, PICKS UP, AND PAYS IN STORE

The terms of the E-RESERVATION option are detailed in Article 6 of these terms.

E-reservation is a free service that allows the Buyer to reserve items online and pick them up directly at a CHAUSSEA store.

Payment is made at the checkout when picking up the order.

E-reservation is only available for items in stock at the store.

E-reservation allows the Buyer to receive an additional discount of -10% applied directly to their online order. If the in-store price of the product is lower than the price after the discount is applied, the Buyer will automatically benefit from the lower in-store price, and the e-reservation discount will not apply.

To make an e-reservation, the Buyer must place an order on the Website and select the "e-reservation" option at the delivery method step. The Buyer will then receive an SMS informing them of the availability of their order in the store. The average preparation time is one hour.

The Buyer must pick up their order in the store within 2 business days. After this period, the order will be automatically canceled.

CLICK & COLLECT

THE BUYER ORDERS AND PAYS ONLINE AND PICKS UP IN STORE

Click & Collect is a free service that allows the Buyer to reserve items online and pick them up directly at a CHAUSSEA store.

Payment is made online.

Click & Collect is only available for items in stock at the store.

Click & Collect allows the Buyer to receive an additional discount of -10% applied directly to their online order.

If the in-store price of the product is lower than the price after the discount is applied, the Buyer will automatically benefit from the lower in-store price, and the Click & Collect discount will not apply.

To make a Click & Collect order, the Buyer must place an order online and select the "Click & Collect" option at the delivery method step. The Buyer will then receive an SMS informing them of the availability of their order in the store. The average preparation time is one hour.

The Buyer must pick up their order within 10 business days. After this period, the Buyer's order will be automatically canceled.

5. TRANSFER OF OWNERSHIP – RETENTION OF TITLE

The transfer of ownership and the risks of loss and damage related to the product will take place upon delivery to the Buyer.

Chaussea retains full ownership of the products until delivery and full payment of the total price, including the principal amount, fees, and taxes.

6. THE OPTION OF E-RESERVATION

The Buyer has the option to reserve a product eligible for the e-reservation option directly on the Website before proceeding with the purchase in the previously selected store. Using this option is simply a reservation of the product in the store with no obligation to purchase.

CHAUSSEA reserves the right to suspend or terminate this option at any time.

6.1 E-RESERVATION PROCEDURE

To proceed with the e-reservation of a product, the Buyer must:

- Select a product on the Website, specify their shoe size (if applicable), and choose a store where the product is in stock.
- Add the product to the cart or click on "Reserve";
- Provide the following information via quick registration or a customer account: title, first name, last name, email, and mobile phone number.

At the end of the e-reservation process, the Buyer will receive an SMS and an email confirming receipt of the reservation, followed by an SMS and an email validating the reservation, which will include details such as the availability of the reserved product and the date and time by which the product must be picked up in store.

After a period of 48 hours, the products will be put back on sale.

Since products may become unavailable between the time of the e-reservation by the Buyer and the store's validation, the Buyer may receive an SMS and an email informing them of the unavailability of the reserved product.

The e-reservation is considered active and finalized upon the Buyer's receipt of the SMS and/or email confirming the availability of the reserved product.

6.2 PRICE

The price indicated for each product is the price to be paid in store.

Any payment for a product reserved on the Website is made directly in store at the time of the purchase.

6.3 TERMS AND CONDITIONS

The use of the e-reservation service is limited to eight (8) products reserved at the same time by the Buyer. Depending on the hours and days of operation of the selected store, any e-reservation request made on the Website by the Buyer will be processed as soon as possible.

When visiting the store, the Buyer must bring the confirmation email or SMS of the reservation.

If the Buyer does not show up at the store to collect the reserved product within the time frame indicated in the confirmation email, the reservation will be automatically canceled, and the product will be put back on sale.

7. LEGAL RIGHT OF WITHDRAWAL

7.1 EXERCISE OF THE LEGAL RIGHT OF WITHDRAWAL

In accordance with Articles L221-18 and following of the Consumer Code, the Buyer has a period of fourteen (14) calendar days from the day after the receipt of the package containing the products ordered by themselves or by a third party other than the carrier, to inform CHAUSSEA of their intention to exercise their right of withdrawal without providing a reason.

After this period, the Buyer can no longer exercise their legal right of withdrawal.

In the case of an order for multiple products delivered separately, the fourteen (14) day period begins the day after the receipt of the last product by the Buyer or the recipient of the order.

The Buyer can express their intention to withdraw, without providing a reason, directly via the "Return" tab of their customer account by completing the withdrawal form.

Once the form is completed, CHAUSSEA will promptly send an acknowledgment of receipt of the withdrawal to the Buyer via the email address provided.

The Buyer must follow the procedure outlined below:

- Log into their CHAUSSEA customer account.

- Select the "My Orders" section and then click on "Details" for the relevant order.
- Click on "Return Request".
- Select the item(s) to be returned.
- Click the "Return Request" button to register the return.
- Click on the "Download your label" link available in the order.
- Attach the printed label to the package.
- Drop off the package free of charge at a pickup point.

The Buyer may also express their intention to withdraw by completing the attached withdrawal form or through any other clear declaration and send it by email (sav@chausea.com) or by postal mail (Chausea SAS – Customer Service – 105, avenue Charles de Gaulle 54910 Valleroy).

7.2 RETURN OF PRODUCTS

The Buyer must return the product(s) concerned without undue delay and, in any case, no later than fourteen (14) days from the day CHAUSSEA was informed of the decision to withdraw.

The Buyer must make the return by attaching the label, available in the "My Returns" section, to the package. The package must contain the product(s) indicated during the exercise of the right of withdrawal as well as the invoice.

The Buyer can drop off the package free of charge at a pickup point.

The Buyer must return the product in its original box, unused.

Any product that is returned, particularly if it is incomplete, damaged, worn, soiled, or cannot be resold as new, will not be refunded to the Buyer if the depreciation of the product results from handling other than that necessary to establish the nature, characteristics, and proper functioning of the product.

7.3 EFFECT OF THE WITHDRAWAL

In the event of withdrawal by the Buyer, CHAUSSEA will refund all payments received from the Buyer, including delivery charges (except for additional costs resulting from the Buyer choosing, if applicable, a delivery method other than the least expensive standard delivery option offered by CHAUSSEA) without undue delay and, in any case, no later than fourteen days from the day CHAUSSEA is informed of the Buyer's decision to withdraw. The refund may be delayed until CHAUSSEA has received the goods or until the Buyer provides proof of shipment of the goods, with the date being the earlier of these two events.

The refund will not incur any fees for the Buyer.

Refunds will be made to the Buyer using the payment method used during the order.

8. RETURN AND REFUND

8.1 ONLINE PURCHASE AND RETURN : REFUND

The Buyer can, within thirty (30) calendar days from the date of receipt of their order, return part or all of their order.

In the case of an order consisting of multiple products with separate deliveries, the deadline starts from the day after the receipt of the last package by the Buyer or the recipient of the order.

To do so, the Buyer must go to the "Returns" tab of their customer account and fill out the return form.

Once the form is completed, CHAUSSEA will promptly send an acknowledgment of receipt of the return to the Buyer via the provided email address.

The Buyer must follow these steps:

- Log in to their CHAUSSEA account.
- Select the "My Orders" section, then click on "Details" for the relevant order.
- Click on "Return Request."
- Select the item(s) to be returned.
- Click the "Return Request" button to register the return.

- Click on the "Download Your Label" link available for the order.
- Attach the printed label to the package.
- Drop the package off for free at a pickup point.

The Buyer must return the product in its original box, unused.

Any product that is returned incomplete, damaged, worn, soiled, or unable to be resold as new will not be refunded to the Buyer if the product's depreciation results from handling other than what is necessary to establish its nature, characteristics, and proper functioning.

In the case of a return by the Buyer, CHAUSSEA will refund all payments received from the Buyer, including delivery charges (except for any additional costs resulting from the Buyer choosing, if applicable, a delivery method other than the least expensive standard delivery option offered by CHAUSSEA), without undue delay and in any event upon receipt of the product by CHAUSSEA.

The refund will not incur any fees for the Buyer.

Refunds are made to the Buyer via the payment method used during the order:

- In the case of a CB or BANCONTACT payment: The refund will be made to the bank account used for payment.
- In the case of a PAYPAL payment: The refund will be made to the PAYPAL account used for payment.

8.2 ONLINE PURCHASE AND RETURN IN SHOP : CREDIT NOTE OR EXCHANGE

The Buyer may, within thirty (30) calendar days from the date of receipt of their order, request a store credit or an exchange (subject to stock availability) for the product(s) ordered on the Website at any CHAUSSEA store, free of charge.

The Buyer must return the product in its original box, unworn.

Any product that is returned, especially if incomplete, damaged, worn, soiled, or cannot be resold as new, will not be refunded to the Buyer if the depreciation of the product results from handling beyond what is necessary to establish the nature, characteristics, and proper functioning of the product.

Exchanges or store credits will only be accepted upon presentation of the receipt.

In the case of an exchange with one or more product(s) where the total amount exceeds the price of the exchanged product, the Buyer will need to pay the difference between the two amounts. Otherwise, the Buyer will receive a store credit equal to the price difference between the returned product(s) and the new product.

9. LEGAL WARRANTIES

CHAUSSEA guarantees the conformity of the goods to the contract, allowing the buyer to make a claim under the legal warranty of conformity provided for in articles L. 217-4 and following of the Consumer Code or the warranty for defects of the item sold as defined in articles 1641 and following of the Civil Code.

The goods are considered conforming to the contract if they correspond to the description, type, quantity, and quality, including in terms of functionality, compatibility, interoperability, or any other characteristics specified in the contract, and are suitable for the usual use expected from goods of the same type.

Legal warranty of conformity

The buyer benefits from the legal warranty of conformity. In the context of its implementation, it is reminded that:

- The buyer has a period of 2 years from the delivery of the goods to take action;
- The buyer can choose between repair or replacement of the goods, subject to the cost conditions set out in article L. 217-12 of the Consumer Code;
- The buyer is not required to provide proof of the existence of the conformity defect of the goods during the 24 months following the delivery of the goods.

Furthermore, it is reminded that:

- The buyer may choose to invoke the warranty against hidden defects of the item sold as per article 1641 of the Civil Code. In this case, the buyer can choose between the resolution of the sale or a reduction in the price in accordance with article 1644 of the Civil Code.

10. CUSTOMER SERVICE

For any questions, complaints, or inquiries about an order, CHAUSSEA provides the Buyer with a non-premium phone number (local call cost within mainland France): 09 69 39 54 00.

If the phone line is unavailable, please contact customer service via the contact form by [clicking here](#).

Or by email at the following address: sav@chaussea.fr.

11. INTELLECTUAL PROPERTY

Chaussea holds the domain name Chaussea.com.

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12. RESPONSABILITY

CHAUSSEA has an obligation of means for all stages of order placement as well as for steps following the conclusion of the sales contract.

CHAUSSEA's liability under the obligations of the Terms and Conditions cannot be engaged if the failure to fulfill its obligations is attributable to the actions of a third party, even if foreseeable, to the fault of the Buyer, or to the occurrence of a force majeure event.

CHAUSSEA's liability cannot be engaged for any inconveniences or damages inherent to the use of the internet network, particularly in cases of service interruption, external intrusion, presence of computer viruses, or any event classified as force majeure.

In such circumstances, CHAUSSEA will have an additional period to fulfill its obligations, without any compensation being claimed.

13. SIGNATURE AND EVIDENCE

The use of the Buyer's username and/or password, the provision of the credit card number, and the final validation of the order will serve as proof of their identity, the order's due payment, and the corresponding amounts.

CHAUSSEA cannot be held responsible for the fraudulent use of this information, as it is the Buyer's responsibility to maintain the security of their online transactions, for example, by not sharing their username and/or password.

14. CONTRACT ARCHIVING TERMS

The archiving of order forms and invoices is done on a reliable and durable medium to ensure a true and lasting copy.

The details of the Buyer's orders are recorded in the "My Account" section.

To view the details of their orders, the Buyer must click on "My Orders," then "View My Order," and select the order of their choice.

15. RENUNCIATION

The fact that one of the parties does not invoke a breach by the other party of any of the obligations set forth in these general terms and conditions shall not be interpreted as a waiver of the obligation in question for the future.

16. GOVERNING LAW AND APPLICABLE LAW

The GTC are governed by French law, subject to the mandatory rules of the buyer's country of residence. The competent court in case of a dispute will be the one in the defendant's place of residence or, at the buyer's choice, the place of actual delivery of the product.

In no case will CHAUSSEA guarantee compliance with local legislation that applies to the Buyer when accessing the Site from other countries.

In the event of a dispute, an amicable solution will be sought prior to any legal action.

To do so, the Buyer can first contact CHAUSSEA's customer service using the following contact details:

- Contact form: [here](#)
- Phone: 09.69.39.54.00
- Email: sav@chaussea.com
- Address: CHAUSSEA SAS CUSTOMER SERVICE, 105 Avenue Charles de Gaulle, 54910 VALLEROY

If no amicable solution is found directly with CHAUSSEA, the Buyer is informed of the possibility to initiate, at their choice, an alternative dispute resolution procedure or a procedure before the competent courts.

In accordance with the provisions of the Consumer Code regarding "the dispute mediation process," the customer has the right to use the mediation service offered by CHAUSSEA free of charge.

The "consumer rights" mediator offered is CM2C.

This mediation service can be contacted by:

- Electronically: cm2c@cm2c.net
- By mail: CM2C, 14 rue Saint Jean, 75017 Paris

17. LANGUAGE OF THE CONTRACT

The GTC are available in French, Dutch, and English.

Only the French version will be considered authoritative in the event of a dispute.