

## GENERAL TERMS AND CONDITIONS OF SALES LES TROPEZIENNES PAR M. BELARBI

### 1) PURPOSE AND IDENTIFICATION

This document ("General Terms and Conditions of Sale" or "GCS ") defines the conditions applicable to sales concluded between, on the one hand, persons wishing to make a purchase via the website of Les Tropeziennes par M. Belarbi [lestropeziennes.fr](https://lestropeziennes.fr) website, hereinafter referred to as "the customer", and DRESCO, a simplified joint stock company with a capital of 1,064,910 euros, whose registered office is found at: 20 rue Jean-Baptiste Pigalle, 75009 PARIS, registered with the PARIS Trade and Companies Registry under number 612.045.864, hereinafter referred to as "the Seller" or "Les Tropeziennes par M. Belarbi".

Any sale implies the Customer's acceptance of these general terms and conditions to which he may not oppose any derogation not previously and expressly accepted by the Seller.

### 2) DEFINITIONS

Customer: refers to the user, a natural person over the age of 16, legally capable of placing an order with the Seller on the Website as a consumer, whose use of the Products is private and personal, and excludes any commercial, competitive or any other purpose likely to harm the Seller.

Order: shall name the act whereby the Client purchases one or more Products via the Website and accepts, without reservation, all the General Terms and Conditions of Sale contained in the online order.

Store: refers to the physical points of sale under the "Les Tropeziennes par M. Belarbi" banner found on the French mainland.

Product(s): shall name the products and/or services offered for sale on the Website.

Services: refers to all the services offered on the Website, including personalisation services and after-sales customer services.

Website: shall name the Internet site of the Vendor accessible from the address [lestropeziennes.fr](https://lestropeziennes.fr)

August 07, 2025, version

User: means any person accessing and/or browsing the Website

Seller: refers to the company DRESCO, a simplified joint stock company with a capital of 1,064,910 euros, whose registered office is found at: 20 rue Jean-Baptiste Pigalle, 75009 PARIS, registered in the PARIS Trade and Companies Register under number 612.045.864.

### 3) HOW TO PLACE AN ORDER

3.1 The User may at any time consult, download in PDF format or print out the current GCS, available on each page of the Website by clicking on the "General Terms and Conditions of Sale" tab. These GCSs may be subject to change, but the conditions applicable are those in force on the website lesTrobeziennes.fr on the date the order is placed.

3.2 The Seller reserves the right not to satisfy a Customer's Order in case of non-compliance by the Customer with the provisions of these General Terms and Conditions of Sale or with applicable legislation, or in case of an exorbitant and/or abnormal request. We inform you that for all orders over 400 euros we reserve the right to contact the Customer to ensure maximum security for your purchases.

3.3 The Products sold on the Site are offered for sale for delivery in mainland France, Belgium, Luxembourg, the Netherlands, Ireland, Germany, Austria, Italy, Spain, Portugal, Denmark, Estonia, Hungary, Lithuania, Latvia, Poland, the Czech Republic, Slovakia, Slovenia, Sweden, Bulgaria, Cyprus, Croatia, Finland, Greece, Malta, Romania, United Kingdom and Switzerland.

### 4) PRODUCT PRESENTATION

All Products sold on the Website are accompanied by a description of their essential characteristics, which the User is invited to read carefully before placing an Order. Les Trobeziennes par M. Belarbi makes every effort to ensure that the visuals of the Products (particularly the photographs and videos presenting the Products) are as exact as possible. However, the visuals of the Products have no contractual value (as regards the rendering of colours, materials, etc.).

### 5) ORDERING PROCESS

August 07, 2025, version

#### 5.1 AVAILABILITY OF PRODUCTS:

The Customer may place an order online from the Website by following the instructions. Any order implies acceptance of the prices and description of the products available for sale. Les Tropeziennes par M. Belarbi undertakes to honour orders received on the website only within the limits of available product stocks. If one or more products ordered are not available, Les Tropeziennes par M. Belarbi undertakes to inform the customer as soon as possible. The customer's order will then be automatically cancelled for the items concerned and the corresponding amount refunded. The customer will then be reimbursed as soon as possible and at the latest within fourteen (14) days of payment of the sums paid.

5.2 The order can only be registered on the Website if the Customer supplies certain exact and up-to-date information about him or her. Les Tropeziennes par M. Belarbi shall not be held liable if an Order is not confirmed, not executed or not executed properly due to missing or inaccurate information. If the Customer already has a customer account with the Vendor, he/she may name himself/herself by entering his/her login and password, which shall automatically fill in the information concerning him/her. The Customer may then check and change this information.

5.3 Any User wishing to place an order on the Website is not obliged to register prior to any purchase of Products or Services by creating a customer account. The Customer shall supply exact and up-to-date information which is essential for the Seller to process and execute its requests.

#### 5.4 CREATION OF A CUSTOMER ACCOUNT:

For the creation of a customer account certain information is required without which the further creation of an account will not be possible. The other information asked, for which the answer is optional, is intended to get to know the Customer better and to improve the products and services offered. If the Customer does not supply the required information, the Seller will not be able to process the Customer's requests or send him the requested information. At the end of the account creation process, a confirmation email will be sent to the Customer's email box summarising the services to which they have access from their customer account within seventy-two (72) hours from Monday to Friday (excluding public holidays). The registered Customer is the only one authorised to use his/her customer account using the login and password. These identification data are strictly personal and confidential and may not be communicated to third parties. To ensure the security of the Website, Customers' passwords must be strong following our Personal Data Protection Policy. The Seller invites the Customer to change his password often. Les

Tropeziennes par M. Belarbi recommends that Customers change their passwords if they have used the same password on other websites or online applications.

5.5 The Customer acknowledges that he/she is solely responsible for the use of his/her identification data by third parties. The Customer undertakes to inform the Seller without delay of any unauthorised use, loss or omission of the identification data, by contacting Customer Services. The Customer undertakes to have only one account and not to let anyone else use it in his place. He shall not use someone else's account or report any identity theft to Customer Services.

#### 5.6 SUMMARY OF THE ORDER AND VALIDATION:

After confirming his/her information, the Customer is invited to check the details of his/her order as well as its total price (including, if applicable, taxes and delivery costs) and correct any errors, before clicking to confirm his/her order. The final validation of the order implies the final acceptance of the prices and Products selected on the Website, as well as the payability of the sums involved in the order. The Seller cannot be held responsible for any typing errors and the consequences that may result from them.

#### 5.7 ACCEPTANCE OF THE GCS:

The Customer must read and accept these General Terms and Conditions of Sale, showing his acceptance after reading them in full by ticking the corresponding box " I agree to the terms of service and will adhere to them unconditionally.", with the possibility for the Customer to archive or print this document, as mentioned in article 3.1.

#### 5.8 PAYMENT:

The Customer is then invited to choose a payment method.

-If the Customer wishes to make a cash payment:

The price is paid in full on the day the Customer places the order, via secure payment. For more information on securing your payments, please refer to Article 13 SECURITY OF TRANSACTIONS in this document.

Payment for your purchases must be made using a bank card accepted by our banking partner (Carte Bancaire, Visa, Mastercard), Applepay or Paypal. No other payment system will be accepted. The Customer's bank account will be debited upon confirmation of the order. In the event of partial shipment or cancellation of the order, the unavailable item(s) will be debited and then refunded directly to the bank account. In this case, the delivery costs will be charged in full on the first shipment.

The Customer guarantees that they are fully authorised to use the payment card provided for the payment of their order and that this card gives access to sufficient funds to cover all costs resulting from the use of the services offered on the Website.

-If the Customer wishes to make a 3X payment at no extra cost:

Payment in instalments with Alma: Payment in instalments/deferred payment is available through our partner Alma. Payment security is provided by Alma and its service providers. All payments are protected by 3D Secure.

Purchase amount: P3X: Only purchases over £80 are eligible for payment with Alma.

Fees: When paying in instalments with Alma, the Customer does not pay any fees. Alma is a remote payment manager and issues an electronic certificate that serves as proof of the amount and date of the transaction in accordance with the provisions of Articles 1316 et seq. of the Civil Code.

Termination: Any termination of the GTC binding the Seller and the customer shall result in the termination of the GTCU between Alma and the customer.

#### 5.9 ORDER CONFIRMATION:

The Customer will receive within forty-eight (48) hours from Monday to Friday (excluding public holidays) an acknowledgement of receipt by electronic means at his email address, which will summarise the essential elements of his order. The corresponding invoice will be available in the customer account. The sales contract between the Customer and Les Tropeziennes par M. Belarbi is formed upon final confirmation of the Order. Les Tropeziennes par M. Belarbi reserves the right to cancel or refuse any Order from a Customer with whom there is a dispute over payment of an earlier Order.

#### 5.10 CONTACT:

In case of questions, the Customer may contact the Seller's Customer Service Department:

- Via our form [Contact us](#) on our website which you can consult at the following address: [lestropeziennes.fr](http://lestropeziennes.fr).

#### 5.11 RETENTION OF TITLE:

The products are still the property of Les Tropeziennes par M. Belarbi until full payment is received. In case of failure to pay in full, the seller may by right demand the return of the products. The costs incurred for this return shall be borne by the customer.

## 6) PRICE

August 07, 2025, version

All the prices of the products appearing on the website are written down in euros, all taxes included, excluding shipping and delivery costs (see Article 7. Delivery).

Les Tropeziennes par M. Belarbi reserves the right to change its prices at any time without notice. The products will be invoiced based on the rates in force at the time of order registration.

## 7) DELIVERY

Delivery means the transfer to the Customer of physical possession of the Product. Les Tropeziennes par M. Belarbi reserves the right to choose the carrier.

7.1 Delivery is made in mainland France (including Corsica and Monaco), Belgium, Luxembourg, the Netherlands, Ireland, Germany, Austria, Italy, Spain, Portugal, Denmark, Estonia, Hungary, Lithuania, Latvia, Poland, the Czech Republic, Slovakia, Slovenia, Sweden, Bulgaria, Cyprus, Croatia, Finland, Greece, Malta and Romania. Orders placed on a Saturday, Sunday or public holiday will be processed on the next working day. In case of public holidays, sales, severe weather, exceptional closures, health crises or traffic bans, processing and delivery times may be extended.

### **The Customer can choose from the following delivery methods:**

- Colissimo domicile without signature: delivery between 2 to 5 working days, service charged 9.90 euros (incl. VAT) for Metropolitan France. Your parcel is delivered directly to your letterbox. If your letterbox is not big enough and you are not at home, a notice will be left for you to choose a new delivery date on the Internet within 6 working days or to collect your parcel the next day at 3pm in the post office of your choice. If you do not choose a delivery date, you will be able to collect your parcel from the post office of your choice within 15 days. After this period, it will be returned to the Seller. In all cases, you will be informed by e-mail 24 hours before the delivery of your package.
- Colissimo home delivery with signature: delivery between 2 and 15 working days, service invoiced at 10.90 euros (incl. VAT) for Metropolitan France, 11.90 euros (incl. VAT) for Germany, Belgium, Luxembourg and the Netherlands, 16. 90 euros (incl. VAT) for Austria, Spain, Italy, Ireland and Portugal, 19.90 euros (incl. VAT) for Estonia, Lithuania, Latvia, the Czech Republic, Slovakia, Slovenia, Poland, Denmark, Hungary, Sweden, United Kingdom and Switzerland and 22.90 euros (incl. VAT) for Bulgaria, Cyprus, Croatia, Finland, Greece, Malta and Romania. Your parcel is delivered to your home and signed for. If you are not at home, a delivery notice will be left for you, allowing

you to choose a new delivery date on the Internet within 6 working days or to collect your parcel the next day at 3pm in the post office of your choice. If you do not choose a delivery date, you will be able to collect your parcel from the post office of your choice within 15 days. After this period, it will be returned to the Seller. In all cases, you will be informed by e-mail 24 hours before the delivery of your package.

- Colissimo relay point: delivery between 2 and 15 working days, service charged at 5.90 euros (incl. VAT) for mainland France, 9.90 euros (incl. VAT) for Germany, Belgium, Luxembourg and the Netherlands, 14.90 euros (incl. VAT) for Austria, Spain, Italy, Ireland and Portugal, 17.90 euros (incl. VAT) for Estonia, Lithuania, Latvia, the Czech Republic, Slovakia, Slovenia, Poland, Denmark, Hungary and Sweden. You have a choice of several collection methods to collect your parcel:

- **At La Poste**, you can choose the establishment to which you wish to have your parcel delivered (without your postal worker coming to your home first) from the 9,500 post offices available throughout France.

Once the parcel has been prepared by us, it will be delivered to you within 48 hours, and you will be informed of the availability of your parcel by SMS and e-mail. You can then collect it within 10 working days. After this period, your package will be returned to us.

- **in a Pickup relay**, you can choose one of the 16,000 local retailers in the Pickup network, close to your home, workplace or holiday destination, to which you would like your parcel delivered

Once the parcel has been prepared by us, it will be delivered to you within 48 hours, and you will be informed of the availability of your parcel by SMS and e-mail. You can then collect it within 10 working days. After this period, your package will be returned to us.

- **in a Pickup locker**, you can choose one of the 500 automatic pickup lockers to have your parcel delivered. Located on your route (station, metro, car park, shopping centres, etc.), they are accessible 24/7 (except for lockers subject to the timetables of shopping malls and transport zones)

Once the parcel has been prepared by us, it will be delivered to you within 48 hours, and you will be informed of the availability of your parcel by SMS and e-mail. You will be informed by SMS and e-mail of the availability of your parcel, which will specify your collection codes allowing you to collect your parcel during 3 working days. After this period, your package will be returned to us.

- Chronopost express home delivery: orders placed before 1pm will be delivered the next day before 1pm, excluding incidents, weekends and public holidays. Orders placed between Friday 1pm and Monday morning will be delivered on Tuesday before

1pm. This service is invoiced at 11.90 euros (incl. VAT) in mainland France only. In case of absence, the parcel will be held at the nearest post office.

- Mondial Relay relay point: delivery between 2 and 5 working days, except for weekends and public holidays, service charged at 3.90 euros TTC for continental France (excluding Monaco), Belgium and Luxembourg and 5.90 euros TTC for Spain. You will be informed of the availability of your parcel by SMS and by e-mail, with a collection voucher allowing you to collect it from a Mondial Relay point within 8 working days. After this period, your package will be returned to the Seller. Delivery in one of our partner network's Relay points in France or abroad, close to your home, workplace or holiday destination.

Free delivery from 100€ purchase (home & relay point).

The delivery times announced are ex-warehouse times wrote down in working days, i.e., excluding weekends and public holidays.

When all or part of the Order is dispatched, the Customer will receive a message by e-mail or SMS confirming the dispatch of the Order, as the case may be. A parcel number may be given to the delivery of all or part of the Order. Otherwise, the delivery of the Order will be named via the Order number. A delivery note will be available in each package. In case of a partial shipment, the delivery note shall summarise the Products present in the parcel and those still to be delivered.

7.2 Except in the case of exceptional circumstances or the unavailability of one or more Products, the Products ordered will be delivered at once. In case of a delay in delivery of more than thirty (30) days, not due to a case of force majeure, the Customer may cancel his order by registered letter with acknowledgement of receipt within sixty (60) working days from the maximum date showed for delivery, unless the shipment has taken place before receipt of the Customer's letter. The Customer will then be reimbursed for the full amount paid for the cancelled order.

7.3 If the Customer is unable to deliver the goods (failure to keep a delivery appointment, failure to collect the parcel after a delivery notice, etc.), the Customer will lose the contribution to the delivery costs. The return costs are also deducted from the refund of the article. If the Customer wishes a new delivery, the contribution to the delivery costs must be paid by the Customer beforehand.



## 8) PRODUCTS RECEPTION

Upon receipt of the Product(s), the Customer or the person he/she has appointed to receive the package is needed to check the condition of the packaging and the conformity of the Product at the time of receipt. He may therefore open the package before signing any transport document. In case of hand delivery by a delivery person, the Customer must at once notify the delivery person of any reservations he intends to make about the condition of the Product and refuse to accept it. The Customer must confirm the reasons for his/her refusal in writing to the customer service department within 48 hours. In the case of delivery by letterbox, the Customer must contact customer service by email within 3 days of receipt to notify the deliverer and customer service of his reservations, as well as the elements justifying a non-conforming delivery.

## 9) RIGHT OF WITHDRAWAL

Following the provisions of Article L.221-18 of the Consumer Code, the Customer has a period of 14 days to exercise his right of withdrawal without having to give any reason. The starting point of the period is the day of receipt of the order by the Customer or by the third party appointed by him. If the 14-day period expires on a Saturday, Sunday or public holiday, it shall be extended until the next working day.

**To exercise his or her right of withdrawal, the Customer must notify Les Tropeziennes par M. Belarbi of his or her decision to withdraw, before the expiry of the period:**

- Either by using the withdrawal form that you can find on the last page of these terms and conditions; or on the following clickable link ([withdrawal form](#))
- Or by an unambiguous statement such as an e-mail specifying the following elements: name, address, telephone number, order number, reference, type of article, price and quantities.
- Or by contacting Customer Service with the link [Contact us](#).

The Customer must return the product(s), at the latest within 14 days of communicating his/her decision to withdraw, to the following address: DRESCO SAS, Customer Service Les Tropeziennes par M. Belarbi, Entrepôt la Grange, 11 Chemin D'Armazy, 49110 MONTREVAULT SUR EVRE, France.

The customer must enclose the completed return slip with the parcel. Returns must be made via Mondial Relay. A contribution towards the return costs of €2.95 will be deducted from the refund amount for the order in question.

As proof, the customer must keep the receipt of the parcel which will be given to him.

If the right of withdrawal is exercised, Les Tropeziennes par M. Belarbi shall reimburse the Customer for the price of the item(s) concerned.

In case of a valid exercise of the right of withdrawal, reimbursement shall be made within 14 days of receipt of the package. In any event, this reimbursement shall not be made until Les Tropeziennes par M. Belarbi has received the item(s) subject to the Customer's withdrawal or has supplied proof of return of the item(s). The refund shall be made by the same means of payment for the returned order unless the Customer agrees with Les Tropeziennes par M. Belarbi to a different method.

**Reimbursement shall not be made if the item concerned has suffered depreciation because of handling other than that necessary to prove its nature, characteristics or conformity.**

The right of withdrawal cannot be exercised for contracts:

- The supply of goods made to the consumer's specifications or clearly personalised.

## 10) RETURN AND REFUND

### 10.1 RETURN TERMS

Return with Mondial Relay only in continental France. Returns with Mondial Relay are only available in mainland France. A return shipping fee of €2.95 will be deducted from the refund amount for the order in question.

Please note that if your return is due to an error on our part, such as a logistics issue, you will not be charged the return shipping fee.

To make a return, the Customer must complete the online form by going to his/her account and then to "Order history and details", wait for confirmation and then print the return label in the "Merchandise returns" section and drop off the package at a Mondial Relay point. As proof, the customer must keep the receipt for the parcel which will be given to him.

International returns are at the customer's expense, and we invite the customer to contact a local carrier to evaluate with him the cost of returning the products. After

having made your return request from your customer account, the parcel must be sent to: DRESCO SAS, Customer Service Les Tropeziennes par M. Belarbi, Entrepôt la Grange, 11 Chemin D'Armazy, 49110 MONTREVAULT SUR EVRE, France.

#### 10.2 PRODUCT STATES

Except for defective products, all returned products (shoes, original packaging, accessories, etc.) must be new, unused and in their original boxes, intact and without writing.

Upon receipt of the package, Les Tropeziennes par M. Belarbi will judge the condition of the returned goods. No returns will be accepted and therefore no refunds will be made if the returned products have been visibly used or damaged by the customer and this use or damage makes the product unfit for sale.

#### 10.3 REFUND OF RETURNS

In case of a return that follows the conditions mentioned above, Les Tropeziennes par M. Belarbi will reimburse the returned products:

Mondial Relay return: within 14 days of the return of the goods at the latest. All returns made at the customer's initiative without the Mondial Relay label available from the customer area will be paid for in full by the Customer.

In case of the return of one or more items subject to a promotional offer or sale, the amount of the refund will be that shown on the invoice.

#### 10.4 REFUND OF SHIPPING COSTS

Les Tropeziennes par M. Belarbi will reimburse the shipping costs incurred by the customer if the order is returned in its entirety within 14 days from the date of receipt of the goods. This period will be reduced to 20 days during the legal sales periods for products on sale.

### 11) LEGAL GUARANTEES

The products receive help from the legal guarantee of conformity (article L 217-4 and following of the Consumer Code) and the guarantee of hidden defects (article 1641 and following of the Civil Code). Any guarantee is excluded in case of damage of external origin or resulting from misuse, non-compliant use, negligence or lack of maintenance on the part of the Customer, as well as in case of normal wear and tear of the product.

The seller is obliged to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery (...).

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To be in conformity with the contract, the goods must

Be fit for the purpose usually expected of similar goods and, where applicable: correspond to the description given by the seller and own the qualities that the seller has presented to the buyer in the form of a sample or model; have the qualities that a buyer may legitimately expect in view of the public statements made by the seller, by the producer or by his representative, in advertising or labelling;

Or have the characteristics defined by mutual agreement between the parties or be suitable for any unique use looked for by the buyer, brought to the attention of the seller and accepted by the latter.

"The Customer 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 defect in conformity. During this period, the Customer only must prove the existence of the lack of conformity and not the date of its appearance.

"The legal guarantee of conformity gives the Customer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience for him.

"If the good is repaired under the legal guarantee of conformity, the Customer benefits from a six-month extension of the initial guarantee.

"If the Customer requests the repair of the good, but the seller imposes a replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the good.

"The Customer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in return for the return of the goods, if:

"1° The trader refuses to repair or replace the goods;

"2° The goods are repaired or replaced after a period of thirty days;

"3° The repair or replacement of the good causes a major inconvenience for the Customer, when the Customer definitively bears the costs of taking back or removing the non-conforming good, or if he bears the costs of installing the repaired or replacement good;

"4° The non-conformity of the good persists despite the seller's attempt to bring it into conformity remaining unsuccessful.

"The Customer is also entitled to a reduction in the price of the goods or to rescission of the contract when the lack of conformity is so serious that it justifies the reduction in price or the rescission of the contract being immediate. In such cases, the Customer is not obliged to request repair or replacement of the goods beforehand.

"The Customer shall not be entitled to rescind the sale if the lack of conformity is minor.

"Any period of immobilisation of the goods for repair or replacement suspends the guarantee that was still running until delivery of the repaired goods.

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

"The seller who hinders the implementation of the legal guarantee of conformity in bad faith is liable to 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 Consumer Code).

"The Customer also benefits from the legal guarantee for hidden defects pursuant to Articles 1641 to 1649 of the 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 good is kept or to a full refund in exchange for the return of the good."

## 12) CUSTOMER SERVICE

The Customer requesting the benefit of the legal guarantee of conformity or hidden defects must then return the article within the legal time limits:

To Les Tropeziennes par M. Belarbi at the following address: DRESCO SAS, Customer Service Les Tropeziennes par M. Belarbi, Entrepôt la Grange, 11 Chemin D'Armazy, 49110 MONTREVAULT SUR EVRE, France. Prior to this return, the customer must contact Customer Service with the link [Contact us](#). The Customer Service will send the Customer the procedure to follow.

In case of the return of a defective or non-compliant product, after Les Tropeziennes par M. Belarbi has decided that the product is defective or non-compliant, Les Tropeziennes par M. Belarbi shall reimburse the Customer for the price of the item(s) in question, the return shipping costs, and, in case of the return of the entire order, the shipping costs.

## 13) TRANSACTION SECURITY

August 07, 2025, version

Your bank details will be transmitted in encrypted form so that they cannot be read. They will be recorded directly on the secure payment server of our Payment Service Provider. This implies that no banking information concerning you will pass through the Les Tropeziennes par M. Belarbi website. This excludes the possibility of fraud and hacking of our website [lestropeziennes.fr](http://lestropeziennes.fr).

As part of the fight against fraud, we use the 3D Secure V2 payment on orders placed by CB, VISA and MASTERCARD. 3D Secure (also called Verified by VISA) is a payment system by strong authentication of the bearer to strengthen security when shopping online.

You can pay online with confidence by entering your card number, expiry date and the security code on the back of your card in the spaces provided. At the time of payment, your bank verifies the identity of the cardholder before confirming the transaction.

You will be transferred to your bank's website where you will be asked to name yourself. This procedure is specific to your bank, which may, for example, ask you to confirm your transaction on your mobile phone, etc.

Les Tropeziennes par M. Belarbi does not have access to these details under any circumstances and does not keep them on its servers. Therefore, you are asked for them again for each new transaction on our website.

In particular, the Customer is invited to ensure that the payment is secure by checking in the browser address bar that the address begins with "https".

After confirmation of this step, your payment is finalised, and you will receive the order confirmation e-mail.

#### 14) INTELLECTUAL PROPERTY

The website is the exclusive property of Les Tropeziennes par M. Belarbi, which is the only party entitled to use and exploit the intellectual property rights and personality rights attached thereto trademarks, domain names, designs and models, copyrights and image rights, on an original basis or by virtue of an assignment or license of exploitation.

For more information, Les Tropeziennes par M. Belarbi refers you to the "**Terms and Conditions of Use**" page that you will find at the bottom of each page of the [lestropeziennes.fr](http://lestropeziennes.fr) website.

#### 15) PERSONAL DATA AND COOKIES MANAGEMENT

Les Tropeziennes par M. Belarbi has set up a Data Protection Policy to explain how your personal data is collected and processed. For all information concerning the protection of privacy and your personal data, Les Tropeziennes par M. Belarbi refers you to the "Personal Data Protection Policy" page that you will find at the bottom of each page of the lestropeziennes.fr website.

When the User browses the Website and places an Order, the latter may deposit "cookies", quite plain text files, on the computer or other medium connected to the Website. Les Tropeziennes par M. Belarbi refers you to the "Cookie Management" page at the bottom of each page of the lestropeziennes.fr website.

#### 16) RESPONSIBILITY

For all stages of access to the website and the order process, delivery, customer service or later services, the Seller has only an obligation of means. In addition, Les Tropeziennes par M. Belarbi shall not be held liable if the order is not completed or if it is prevented from fulfilling any of its obligations due to a case of force majeure within the meaning of case law, and in case of a strike or severe weather preventing the delivery of the order.

For more information, Les Tropeziennes par M. Belarbi refers you to the "Terms and Conditions of Use" page that you will find at the bottom of each page of the lestropeziennes.fr website.

#### 17) COMPLETENESS AND NON-WAIVER

If one of the clauses of this contract is invalid due to a change in legislation, regulations or a court decision, this shall in no way affect the validity of and compliance with these general conditions of sale.

The fact that Les Tropeziennes par M. Belarbi does not exercise all or part of its rights with respect to a User, by virtue of these GTC, does not constitute a waiver of its later exercise.

#### 18) DURATION

The present terms and conditions apply throughout the duration of the online services offered by Les Tropeziennes par M. Belarbi.

## 19) EVIDENCE

The computerized records, kept securely in the computer systems of Les Tropeziennes par M. Belarbi and its partners, shall be considered proof of communications, orders and payments between the parties.

## 20) APPLICABLE LAW AND COMPETENT COURTS

These conditions are subject to French law. In case of a dispute, Les Tropeziennes par M. Belarbi and the Customer shall try to resolve it amicably.

Following the provisions of the Consumer Code concerning the amicable settlement of disputes, DRESCO adheres to the FEVAD (Fédération du e-commerce et de la vente à distance) E-commerce Mediation Service, whose contact details are as follows Médiateur de la consommation FEVAD – BP 20015 – 75362 PARIS CEDEX 8 – (which can be contacted through this link <http://www.mediateurfevad.fr>). After consumers have made a prior written request to Les Tropeziennes par M. Belarbi, the Mediator's Service may be contacted for any consumer dispute that has not been resolved.

The solution proposed by the Mediator is not binding on the parties, who remain free at any time to leave the Mediation process.

For orders placed on the website, you can also send any complaints on the European Commission's online dispute resolution platform: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer your complaint to the competent national mediators.

Any dispute that is not settled amicably will be brought before the competent court.

## 21) CUSTOMER SERVICE

For any information or questions, Les Tropeziennes par M. Belarbi's Customer Service can be reached by the contact form [Contact us](#) on the website [lestropeziennes.fr](http://lestropeziennes.fr) or by post at Les Tropeziennes par M. Belarbi DRESCO, Service Clients, 20 rue Jean-Baptiste Pigalle, 75009 PARIS.

## 22) ENVIRONMENT



## 22.1. TRIMAN

The Triman logo is derived from a regulation of the Environmental Code. The logo means that the recyclable product is subject to a sorting instruction. It is affixed to all consumer products that are collected by eco-organisations and whose "recyclability" is guaranteed. For DRESCO (Les Tropeziennes par M. Belarbi), this includes its packaging, shoes and textiles. The items must therefore be sorted by you. The Triman can appear on the products or on the packaging, the instructions or any other medium, including dematerialised. Soon, it will be accompanied by an added sorting information on our packaging and on our shoes and textiles.

## 22.2. ECO-ORGANISMS

- DRESCO is registered under the UDI FR217517\_01VDMP, issued by ADEME and communicated by CITEO. This number guarantees that DRESCO is registered with the eco-organisation and up to date with its eco-contributions, as required by law. This IDU is used to ease the monitoring and control of compliance with packaging EPR (Extended Producer Responsibility) obligations.
- DRESCO is registered under the UDI FR217517\_11UCTL issued by ADEME and communicated by Re\_fashion. This number guarantees that DRESCO is registered with the eco-organisation and is up to date with its eco-contributions, as required by law. This IDU is used to ease the follow-up and the control of the respect of the obligations EPR (Extended Producer Responsibility) Textile, shoes and household linen.

## 23) OPPOSITION TO TELEPHONE SOLICITATION

Following article L. 223-2 of the French Consumer Code, customers who do not wish to be the subject of commercial prospecting by telephone can register free of charge on a list of opposition to telephone canvassing by electronic means on the website [bloctel.gouv.fr](http://bloctel.gouv.fr), or by post to the following address Service Bloctel, 6 rue Nicolas Siret - 10000 TROYES.

# WITHDRAWAL FORM

*Please complete and return this form only if you wish to withdraw from your order.*

To the attention of:  
DRESCO SAS  
Service Clients Les Tropeziennes par M. Belarbi  
20 rue Jean-Baptiste Pigalle  
75009 PARIS  
[Contact us](#)

I/We (\*) hereby let you know of my/our (\*) withdrawal from the contract for the sale of the following goods/services (\*):

.....  
.....  
.....

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

Name of consumer/customer: .....

Customer number (optional): .....

Address of consumer(s): .....

Date:

Signature of consumer(s)

(Only if this form is notified on paper):

(\*) Delete as right.