

# Terms of Sale

Updated on October 15, 2018

## 1. General Provisions

1.1. The following terms and conditions of sale (“**Terms of Sale**”) apply to the offer and sale of products through Darphin website in the European Economic Area (“**EEA**”), (the “**Site**”).

1.2. To be eligible to purchase products on the Site customers must: (a) be at least 18 years old or, if minors, be duly authorized by their legal representative; (b) be consumers, meant as natural persons acting for purposes extraneous to their trade, business, craft and profession and (c) hold a valid credit or debit card.

1.3. The name of the vendor, as well as, the language and the governing laws of this contract (the “**Local Laws**”) will depend on the country of your billing address (the “Country”) and can be found in the applicable table below (Section 13 Contacts)

1.4. Before placing an order of a product through the Site or the Customer Service Centre, customers will be required to expressly accept these Terms of Sale. Customers may save or print these Terms of Sale, which are also available at any time on the Site. These Terms of Sale may be modified at any time.

1.5. The Terms of Sale applicable to an order shall be the ones published on the Site at the time the customer places an order. Pursuant to applicable laws relating to e-signature, the placing of an order as detailed below shall be deemed electronic signing and evidence of the order and the amount due.

1.6. By ticking the respective boxes during the ordering or account registration processes on the Site, you acknowledge that you have read, understood, and accepted, without limitation or qualification, these Terms of Sale, as well as our Terms of Use and Privacy Policy.

1.7. By clicking here, you may print these Terms of Sale. By clicking here, you may download and store these Terms of Sale.

## 2. Products

2.1. Information on products is available on the Site, and is provided in accordance with Local Laws.

2.2. We will take all reasonable professional care to ensure that all details, descriptions, images of products appearing on the Site are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that said details, descriptions, images of products are totally accurate, complete, reliable, current, or error-free.

2.3. The products described on the Site, and any samples thereof we may provide to the customer, are for personal use only. Customers may not sell or resell any of these products or samples thereof. We reserve the right, with or without notice, to cancel or reduce the quantity of any products or samples to be provided to the customer that may result in the violation of these Terms of Sale.

## 3. Prices

3.1. All prices indicated for products available via the Site are inclusive of VAT at the current rates and are expressed in local currency. Delivery charges are displayed to the customer prior to finalizing an order and shall be added to the price of the products and are indicated separately on the order form. For further information please also visit the Delivery section of the Site.

**3.2.** We regularly verify that all the prices displayed on the Site are correct, however, we cannot guarantee the absence of errors. In the event that an obvious error in the pricing of a product is detected, we will offer the customer the opportunity to purchase the product at the correct price or to cancel the order.

**3.3.** Prices may be modified at any time. Applicable prices shall be the ones published on the Site at the date of placing of an order by customer.

#### **4. Placing an Order**

**4.1.** The customer can navigate freely on the Site without being bound to placing an order. If the customer chooses to do so, the customer will be guided through the process of placing an order by a series of simple instructions on the Site or the Customer Service Centre.

**4.2.** To place an order, the customer must type in the quantity of product he/she wishes to purchase (up to 3 of any single product), with a maximum purchase of 2000€ (two thousand) per customer.

**4.3.** Customer may click "Add to bag" to place the product selected in the desired quantity in the "**Shopping Bag**". Customer may decide to continue shopping for other products and add them to their Shopping Bag or proceed to checkout by clicking the "Proceed to Checkout" button. At any time during shopping customer may review the products in the Shopping Bag by clicking on "Proceed to Checkout" of each page. Customer may remove products from their Shopping Bag by clicking on "Remove" next to the chose product in the Shopping Bag". If applicable in the Country, Customer may save a product as favorite, by clicking on "move to favorites" below the product name. The product will then be moved to customer's favorites section in "My Account". To access customer's favorites from any computer, customer must register or sign in with his/her account.

**4.4.** Customer must follow the onscreen instructions to proceed through the checkout process on the Site. The customer may always correct any errors in data he/she has entered, change the Shopping Bag contents, by adding or removing one or more products from the Shopping Bag, or cancel the entire order during checkout before sending his/her order. Before submitting an order on the Site, the customer will have an opportunity to review and edit all of the details for their order, including billing and shipping information, prior to confirming their purchase. In addition, the customer shall acknowledge and declare that he/she has read all the instructions provided during the checkout process and fully accepts these Terms of Sale, through a confirmation action on the Site (for example, by ticking a box). The customer places an order request for products via the Site by clicking on the "Place Order and Pay" button at the end of the order process.

**4.5.** After an order has been submitted, a submission page will be displayed, and the customer will receive shortly an email confirming receipt of the order. In accordance with the provisions of Local Laws, the email confirming receipt of the order contains a summary of the Terms a Conditions, information on the essential characteristics of the purchased products, a detailed indication of the price and means of payment, information on delivery charges, information on the conditions and methods to exercise the right of withdrawal, the address to which complaints may be addressed, information on support services and on existing commercial warranties.

**4.6.** If an order confirmation does not arrive within 24 hours after submission, customer may contact us at **Phone: 00800-10033100 (for Italy: 800-123752) Email: [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu)** for assistance.

**4.7.** If customers have any questions or concerns when placing an order or if they wish to enquire about a previously placed order, they may contact us at **00800-10033100 (for Italy: 800-123752)** or

via email at the following address [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu). For fastest service, customers are invited to keep their order number available.

## **5. Gift-Wrap Service**

**5.1.** We always take special care of orders. If this service is available in the Country, we will be happy to create a beautiful gift package. We will provide the Gift-Wrap Service upon payment by customers of the additional cost displayed on the Site.

**5.2.** If the customer wishes to have his/her order packaged as a gift, he/she must simply click on the "Gift Wrap" option during "Checkout". Customers may not currently include a gift message card with their personal greeting.

**5.3.** In case a "Gift Wrap" order request includes more than one product, we will create one gift package for all of them.

## **6. Offer Codes**

**6.1.** If offer codes are applicable in the Country, to redeem an offer code, customers must enter their code into the "offer code" box during the checkout process on the website. Offer codes are case sensitive and should be entered exactly as they appear.

**6.2.** When an offer code is accepted, the offer will be displayed in the "Order Review".

**6.3.** One offer code may be used per order.

## **7. Payment Options**

**7.1.** Customers may pay for the products by credit card. The following credit cards are accepted for payments:

- Sofort (Germany & Belgium)
- Open Invoice (Germany Only)
- SEPA Direct Debit (Germany Only)
- IDEAL (Netherlands Only)
- Amex (France & Italy)
- MAESTRO (Italy Only)
- Cash on Delivery (Italy Only)

**7.2.** We do not accept credit cards with billing addresses outside of the EEA.

**7.3.** Customers will not be charged for any product until it is shipped.

**7.4.** For customer's security, customer's billing name and address must match that of the credit card used for payment. We reserve the right to cancel any order that does not match these criteria.

**7.5.** All credit card holders are subject to validation checks and authorization by the credit card issuer. If the issuer of customer's payment card refuses or does not, for any reason, authorize payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery.

**7.6.** Your payment card will be charged the applicable purchase price at such time. By submitting your order on the Site, you expressly authorize us to perform such payment card authorization and, strictly for legitimate purposes and to the extent permitted under applicable regulations, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your payment card number, to authenticate your identity, to validate your payment card, to obtain a payment card authorization and to authorize individual purchase transactions.

## **8. Order Inquiries**

**8.1.** Generally products are shipped within 2 to 5 working days. For any shipping information customers may contact us at 00800-10033100 (for Italy: 800-123752) or via email at the following address: [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu)

**8.2.** Customers can check the status of their most recent orders by visiting the Order Status page into the My Account area. This is the easiest and fastest way to get the most current information regarding customers' orders.

**8.3.** When the customer clicks on Order Status page, he/she will be prompted to log in with his/her email address and password. An order summary page will provide the customer with detailed information about his/her current and past orders. After an order is shipped, the relevant tracking number, if available, will be displayed. Customers can track the delivery status of the order with our courier by clicking on "Dispatched" under the Order Status header. Some carriers may not have tracking information available for up to 24 business hours after the order is shipped.

**8.4.** Occasionally, orders or parts of an order are cancelled by our system for various reasons. Some reasons are:

- Item(s) not available, although we take all professional care to ensure that unavailable items are clearly identified as such on the Site
- Impossibility in processing payment information
- Cannot deliver to address provided
- Duplicate order was placed
- Cancellation due to a customer request

**8.5.** If an order is cancelled, the customer will receive an email to explain the reason for the cancellation. Customers will not be charged for any cancelled orders. If the customer is interested in placing a new order or if the customer has any questions about a cancelled order, he/she may contact us at 00800-10033100 (for Italy: 800-123752) or via email at the following address: [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu)

## **9. Delivery**

**9.1.** Orders are processed and delivered on working days only (Monday through Friday, excluding bank holidays). Orders placed on Saturday and Sunday will be processed on the following working day. Process & shipping time is usually 1- 2 business days depending on product availability.

**9.2.** All orders are shipped by UPS.

**9.3.** Shipping charges shall be borne by the customer and are indicated separately on the order form and into the delivery note. There are no shipping charges for purchases over the amount we may display on the Site.

Standard Shipping Costs:

- Germany: 2,60 €
- Italy: 4,35 €
- Netherlands: 4,55 €
- Belgium: 5,35 €
- Spain: 4,35 €
- France: 5,35 €

**9.4.** In accordance with Local Laws the products shall be delivered within 7-10 days from the day following that of the order placement by the customer, unless we notify the customer, including by email, within the same term, of the ordered products being unavailable, including temporarily unavailable.

**9.5.** Deliveries are only made to billing countries.

## **10. Right of Withdrawal**

**10.1.** We are committed to offering customers the finest cosmetic products available. If the customer feels the products he/she received from us do not meet this expectation, pursuant to Local Laws the customer has the right to withdraw from the contract, without specifying any reason, within fourteen (14) working days of the date the products were received.

**10.2.** The withdrawal period is fourteen days from the date on which you or a third party you name and who is not the carrier has received the goods. For contracts covering the order of several goods that are to be delivered separately, the withdrawal period is fourteen days from the date on which you or a third party you name and who is not the carrier has received the last item of such order.

However, this right of withdrawal does not apply to products which have been personalized, except for defects in the products or incomplete or incorrect delivery. If a personalized product is delivered damaged or is defective, customers should immediately contact [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu) 00800-10033100 (for Italy: 800-123752).

**10.3.** Notification of customer's intention to exercise the right of withdrawal can be done by emailing us at [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu) with customer's order details, including customer order number and the description of the products which are being returned. You may, but are not required to, use the sample withdrawal form attached in **Appendix I**. To comply with the withdrawal period, it is sufficient to provide your declaration informing us that you wish to exercise your right of withdrawal prior to the expiration date of the withdrawal period. Within the order packaging, the customer will find a dispatch note with details of the order together with details of our returns process. If the products listed on the dispatch note do not match those contained in your delivery, the customer shall notify us immediately by calling 00800-10033100 (for Italy: 800-123752).

**10.4.** Our Customer Service will then issue the customer with an authorization number and an email confirmation. Customer is invited to retain a note of his/her authorization number for future reference with Customer Service with regards to this matter.

**10.5.** If the customer returns products for reasons other than defects in the products, or incomplete or incorrect delivery, he/she will be required to arrange and pay for the return of the products to us.

**10.6.** Upon exercising the right of withdrawal, we undertake to reimburse the customer the full price of the products within fourteen (14) days of the date of receipt of the withdrawal, provided that they are shipped back unused and undamaged, as soon as possible and no later than 14 from the date of receipt of your withdrawal declaration, and that we receive proof of sending back prior to

reimbursement. We may refuse reimbursement until we have received the resent goods or until you have provided proof that you have resent the goods, whichever occurs first. Refunds will only be made against the original credit card used. We will send to the customer a notification email once the reimbursement has been made.

**10.7.** It is strongly recommended that the parcel be sent by a recorded delivery service (one that requires a signature upon receipt).

**10.8.** The above provisions are only applicable to purchases made online. Products purchased at a store will be subject to the return policy of each store.] Returns or exchanges for purchases made in Darphin store may not be returned or exchanged to Darphin Online. Returns for purchases made online will not be accepted for return or exchange at a Darphin store.

### **11. Lack of Conformity**

**11.1.** In case of lack of conformity of products pursuant to Local Laws, the legal guarantees established by Local Laws will apply. The customer has the right to have the products brought into conformity free of charge by repair or replacement. In case of failure of one of the remedies above, the customer has the right to have an appropriate reduction made in the price of the products, or the contract cancelled. The customer waives these rights if it fails to notify us of the lack of conformity within reasonable time after the customer detected such lack of conformity. We shall be held liable where the lack of conformity becomes apparent within three (3) year as from delivery of the products.

### **12. Applicable Law and Jurisdiction**

**12.1.** These Terms of Sale are governed by and must be interpreted in accordance with Local Laws.

**12.2.** Any disputes arising from the interpretation, validity and/or execution of these Terms of Sale shall be subject to the mandatory jurisdiction of the competent court of the place of residence or domicile of the customer.

### **13. Contacts**

**13.1.** For any information and support on products and methods of purchase through the Site the customer may contact us by email to [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu) or by post to the following address:

<b>Your billing address country</b>	<b>Local Affiliate</b>	<b>Applicable law</b>
	<b>"Vendor"</b>	
Belgium	Estée Lauder Cosmetics NV Leonardo da Vincilaan 19C Bus 2 1831 DIEGEM, BELGIUM	Laws of Belgium
France	Estée Lauder Companies 48 rue Cambon 75001 Paris – France	Laws of France

Germany	Estée Lauder Companies GMBH Domagkstrasse 10 D-80807 Munich – Germany	Laws of Germany
Italy	Estée Lauder S.r.L. Via Turati 3 Milano 20121 – Italy	Laws of Italy
Netherlands	Estée Lauder BV Safariweg 50 (2e verd.) 3605 MA MAARSSSEN, NEDERLAND	Laws of Netherlands
Spain	Estée Lauder S. A. Polígono Industrial, Las Mercedes C/Nanclares de Oca, 3 28022 Madrid - Spain	Laws of Spain

#### 14. **Complaints**

In case of complaint about your online purchase, you may contact us at: [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu)

According to EU Regulation no.524/2013 on online dispute resolution for consumer disputes, you may also refer disputes through to the EU Commission's online platform available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

Likewise you may refer disputes related to the sale of the Product to the following Alternative Dispute Resolution entity:

Belgium	<p><b>Ombudsman du Commerce</b></p> <p>Avenue Edmond Van Nieuwenhuyse, 8 Bruxelles, 1160 Belgium</p> <p>Email address: <a href="mailto:info@ombudscom.be">info@ombudscom.be</a></p> <p>Website: <a href="http://www.ombudsmanvoordehandel.be">http://www.ombudsmanvoordehandel.be</a></p> <p>Phone: +32 2 788 05 20</p>
France	<p><b>ANM</b></p> <p>62, Rue Tiquetonne PARIS</p> <p>Website: <a href="http://www.anm-mediation.com/">http://www.anm-mediation.com/</a></p> <p>Phone number: 0142338103</p>
Germany	<p><b>Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.</b> <b>General Consumer Conciliation Body of the Centre for Conciliation</b></p>

	Straßburger Str. 8 Kehl, 77694  Email address: <a href="mailto:mail@verbraucher-schlichter.de">mail@verbraucher-schlichter.de</a>  Website: <a href="https://www.verbraucher-schlichter.de">https://www.verbraucher-schlichter.de</a>  Phone number: +39 02 85154522
Netherlands	<b>De Geschillencommissie</b>  Postbus 90600 2509 LP DEN HAAG  Website: <a href="http://www.degeschillencommissie.nl">www.degeschillencommissie.nl</a>  Phone number: 070 310 5310
Spain	<b>Junta Arbitral Nacional de Consumo</b>  Príncipe de Vergara, 54 28006 MADRID  Tel.: +34 91 431 1836 (288), +34 91 431 8225  Fax: +34 91 578 0369  Website: <a href="http://www.aecosan.msssi.gob.es/AECOSAN/web/home/aecosan_inicio.shtml">http://www.aecosan.msssi.gob.es/AECOSAN/web/home/aecosan_inicio.shtml</a>

## APPENDIX I

### WITHDRAWAL FORM

If you wish to withdraw from the contract, please fill in this form and return it to us.

To Darphin [CustomerService@darphin.eu](mailto:CustomerService@darphin.eu) Phone: 00800-10033100 (for Italy: 800-123752)

I/we(\*) hereby withdraw from the contract concluded by me/us(\*) for the purchase of the following goods(\*) / for the part exchange of the following goods(\*)  
 Ordered on (\*) / received on (\*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only required for notification on paper)

Date

(\*) strike out/delete not applicable options



