General terms and conditions

The use of our website services, as well as any order, implies the prior, full and complete acceptance of these general terms and conditions of sale, which you acknowledge having read.

Article 1 – Preamble and Definitions

These general terms and conditions of sale detailed below (hereinafter referred to as the "General Terms and Conditions"), govern the contractual relationship between any user of the website Vente-unique.ie (hereinafter referred to as the "Site") wishing to make a purchase (hereinafter referred to as "the customer" or "You") and the company Vente-unique, SA with a capital of €97.800,29 whose registered office is located at 9 rue Jacquard 93310 le Pré Saint Gervais and registered in the Bobigny (France) trade and companies register under the number 484 922 778 (hereinafter referred to as "Vente-unique").

Vente-unique's main activity is the sale of furnishing, home improvement and interior and exterior decoration products (hereinafter referred to as the "products") on the Site.

Any use of the Site's services or any order implies the prior, full and entire acceptance of these General Terms and Conditions. Their purpose is notably to describe the conditions of purchase, order, payment, delivery of products as well as the legal guarantees attached to the products sold on the Site.

The customer is invited to carefully read, download and print the General Terms and Conditions available at the time of the order and to keep a copy.

The customer acknowledges having read them. These General Terms and Conditions are the only ones applicable and replace all other conditions, unless prior, express and written agreement to the contrary.

Vente-unique may modify certain provisions of these General Terms and Conditions at any time. Consequently, it is necessary to review the version in force on the day of your order on the Site. These modifications are applicable to the customer from the moment they are put online and will be applied to orders placed after this date.

The customer is recommended to read the General Terms and Conditions available on the Site for each new order, with the latest version of the General Terms and Conditions applying to any new order of products. When validating payment and clicking on "Finish my order", the customer certifies having read and accepted the General Terms and Conditions of Vente-unique and accepts them without reservation.

By validating these General Terms and Conditions during the order, the customer declares to have the legal capacity to enter into a contract.

Article 2 – Purpose

The purpose of these General Conditions is to define the sales regime and the rights and obligations arising therefrom, specifically regarding: the organisation of the legal relationship between Vente-unique.ie and the Customer and the modalities of sale (ordering, delivery, etc.).

Article 3 – Ordering Procedure and Modalities

To place an order, the customer has two means:

- Via the internet on the Site: Accessible 24/7, save in cases of force majeure or events beyond the control of Vente-unique. Vente-unique reserves the right to interrupt or suspend access to the Site for maintenance, improvements, installation of new features, auditing or in the event of a malfunction. Vente-unique shall not be held liable for disruptions or outages not of its own making which affect transmissions via the internet or communication networks.
- Via customer service: By contacting the service via the contact page.

Upon the first order, the customer shall create an account and provide the mandatory information on the dedicated form. Creating an account requires an identifier in the form of a personal email address and a password. The password must meet the required security criteria. The customer warrants the veracity of the information provided and expressly undertakes not to use false information or third-party data. Account creation is effective once the customer clicks the "validate" button.

For subsequent orders, the customer can access their account by entering their identifier and password.

Save for breaches by Vente-unique regarding data security obligations under Article 32 of the GDPR, the customer is solely responsible for the use of their identifiers or actions performed via their account. They undertake to ensure the confidentiality of their identifier and password.

Following order validation, Vente-unique shall send a confirmation email to notify the customer that the order has been recorded. Vente-unique reserves the right to refuse to fulfil a delivery or honour an order if the customer has not settled a previous order in full or in part, or if a payment dispute remains.

The data provided by the customer and recorded by Vente-unique during registration and ordering constitutes proof of the transactions between Vente-unique and the customer.

Article 4 – Price

Prices indicated on the Site are inclusive of VAT but exclude delivery and assembly costs.

Delivery costs vary depending on the customer's delivery address, the weight of the goods ordered and the service level chosen by the customer (collection point, economy delivery, etc).

Delivery and assembly costs are specified in the basket and confirmed during order validation. Delivery and assembly costs are invoiced at the end of the order and are added to the price of the products ordered.

Any change in the amount of an applicable tax may be reflected in the price of the products before the order is validated by the customer. Vente-unique reserves the right to modify its prices at any time, however, products will be invoiced based on the rates in effect at the time of order validation.

Article 5 – Retention of Title and Passing of Risk

Vente-unique.ie retains ownership of the products sold until effective payment of the full price in principal and accessories. Failure to pay any of the instalments may lead to the repossession of the goods. These provisions do not prevent the transfer to the customer, at the time they or a third party designated by them takes physical possession of the product, of the risks of loss and damage to the goods purchased.

Article 6 – Availability

The Customer acknowledges that Vente-unique.ie shall honour orders within the limits of available stock. In the context of a "Flash Sale", Products may only be ordered during the duration indicated in real-time.

If Products become totally or partially unavailable subsequent to an order, Vente-unique.ie shall inform the Customer without delay via email or telephone. The Customer may then request the cancellation (partial or total) of the order for the unavailable Product(s). Vente-unique.ie shall proceed with a refund without undue delay and within the statutory timeframes.

Article 7 – Product Information

Vente-unique.ie undertakes to provide descriptions in the form of a "Product Sheet" and to publish photographs/videos within the limits of technology and market standards.

Without prejudice to the Customer's statutory rights in Ireland, notably under the Consumer Rights Act 2022, minor variations (particularly in presentation) between the Products delivered and those represented on the Site may exist. Vente-unique.ie shall not be held liable for minor visual differences, especially for handcrafted products, which do not affect the essential characteristics of the Products.

Article 8 – Secure Payment

The available payment methods are specified on the Site at the time the order is placed. Vente-unique.ie reserves the right to modify these payment methods at any time. To settle the payment for an order, the Client may pay:

- **By Credit or Debit Card:** The provision of the card number by the Client constitutes authorisation to debit their account for the amount corresponding to the order. Any order paid by card shall only be deemed effective once the relevant payment centres have granted their approval.
- **By Bank Transfer:** To be made to the bank account of Vente-unique.ie, the details of which are accessible at the time of order validation. The bank account holder must be the person who places the order (matching the name, surname, and address). The order shall be reserved for a period of 72 hours from the validation of the basket and shall only be confirmed upon receipt of the transferred funds.
- **Via Klarna:** Klarna is a simple and secure payment method allowing the Client to settle purchases immediately without sharing banking data on the Site. At the time of payment, the Client is redirected to the Klarna interface where their information is protected. The

Client enters into a separate payment agreement with Klarna Bank. If the Client already has a Klarna account, they may log in to pay securely. If the Client does not have a Klarna account, one may be created during the initial purchase.

- **Apple Pay:** If you have an Apple Pay account, you can choose Apple Pay as your payment method. Your payment is 100% secure and faster. Choose one of the cards saved in your Apple Wallet and validate your identity either by fingerprint or facial recognition via the Apple TouchID system depending on your iPhone, iWatch or iPad model.
- **Google Pay:** If you have a Google Pay account, simply select Google Pay at checkout. Your payment is 100% secure and enables a faster checkout.

Article 9 – Site Evaluation

Every purchase made on the Site provides the Client with the opportunity to participate in Product evaluations. Through a satisfaction questionnaire designed to measure the quality of service provided throughout the purchasing process, the Client may share their personal experience. This questionnaire shall be sent to the Client by Vente-unique.ie via electronic mail.

Article 10 – Delivery

10.1 Delivery Terms

The delivery method depends on the type of Product ordered: it is specified on each Product presentation page and reiterated in the order confirmation email. Delivery timeframes indicated upon order validation are calculated in working days (Monday to Friday, excluding bank holidays).

In addition to the delivery service, the Customer may, where applicable, opt for a Product assembly service at the time of ordering. Assembly fees are calculated based on the number of items, their weight, their type, and the installation time recommended by the manufacturer. Said assembly fees are indicated in the Customer's basket when the dedicated box is selected. Conversely, the Customer is hereby informed that Vente-unique.ie does not perform services for fixing products to walls or any other support. Furthermore, the assembly service does not include electrical connections or plumbing/connection to a water network.

Best Practices upon Delivery:

The Customer shall inspect:

- The number of parcels;
- The apparent condition of the parcels;
- The condition of the Products inside the parcels;
- The conformity of the Products with the delivery note on the one hand, and the goods ordered on the other;
- The completion of all services subscribed to during the order validation.

If the delivery is conforming:

- Note on the delivery note that the packaging and Products are in good condition;
- Date, clearly print your name in block capitals, and sign the delivery note.

If the delivery is non-conforming:

- Record the specific problem and precise reservations on the delivery note (e.g., service

not performed, damaged packaging, Product damaged upon unpacking, incomplete Product, etc.);
- In the event of refusal of the Product(s), please clearly state the reason(s) for refusal.

The Customer may track the progress of their order by logging into the "My Customer Service" section of their account or contact Vente-unique.ie customer service via the number displayed in their personal space.

Reservations: Delivery is deemed to have occurred upon receipt of the ordered Products by the Customer. The quantity and description of the Products delivered are those mentioned on the order confirmation. In the event of incomplete, damaged, or manifestly non-conforming Products, the Customer must refuse them. Upon delivery, the Customer, or any person acting on their behalf, is required to verify the condition and conformity of the delivered Products and to formulate precise reservations on the delivery note on the day of delivery. Failing this, the Customer has a reasonable timeframe from the date of delivery to inform the carrier and formulate any reservations or claims (e.g., damaged parcel, already opened, etc.) via electronic mail to Vente-unique.ie customer service, providing all relevant supporting evidence (notably photographs).

The absence of reservations formulated by the Customer does not exempt Vente-unique.ie from its liability under the statutory warranty of conformity.

10.2 Delivery Options Offered to the Customer

Small Parcel Delivery: Delivery shall be made to the Customer's home address. This home delivery concerns only non-bulky Products (e.g., accessories, etc.). In the event of the Customer's absence, a delivery notice will be left in their letterbox indicating the collection point where the parcel may be retrieved upon presentation of identification.

Home Delivery (Room of Choice): Home delivery involves depositing the ordered Products inside the Customer's home, with the possibility of unpacking by the carrier where this option is offered on the Site and selected by the Customer. During the order process, the Customer may select a delivery date from the slots offered.

Failing selection of a date during the order process, the Customer will receive an invitation to schedule a delivery appointment with the carrier at a later date. The carrier will communicate a 2-hour time slot to the Customer on the day preceding the chosen date. The Customer must expressly notify Vente-unique.ie customer service of any access or passage difficulties that the delivery personnel might encounter. The Customer must measure the access points of their home to confirm accessibility for the ordered Product to the carrier. The Customer undertakes to be present on the day of delivery agreed with the carrier and to verify the conformity of the order upon receipt.

In the event that delivery is impossible on the day of the appointment due to access difficulties, unnotified passage restrictions, or the Customer's absence, additional fees may be invoiced by Vente-unique.ie. These additional fees will be calculated based on the number of items, their weight, and their volume. Customer service will inform the Customer of the amount of said additional fees prior to a new delivery attempt.

In the event of false information or erroneous measurements taken by the Customer, additional costs related to the rental of hoists/elevators, storage, or the return of Products shall be borne exclusively by the Customer. All additional costs and risks of damage resulting from these constraints shall be at the Customer's expense.

Economy Delivery (Excluding Bulky Products): Unless otherwise specified, Products shipped outside of standard postal parcels are delivered to the room of the Customer's choice with unpacking by the carrier. Delivery inside the room is, however, only performed where access conditions permit, notably:

- When the destination room is accessible via a lift; or
- When the weight of each parcel is less than eighty-five (85) kilograms and the destination room is located at most on the third floor of the building.

Where these conditions are not met, delivery will be made to the ground floor of the building or the building entrance.

Article 11 – Right of Withdrawal ("Satisfied or Refunded")

11.1 Modalities of Exercise

The Customer benefits from a period of 30 clear days from the date of receipt of their order to exercise their right of withdrawal. This represents an additional 16 days beyond the statutory 14-day withdrawal period provided by the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. This period applies to all Products sold by Vente-unique.ie on the Site.

However, the "satisfied or refunded" offer may not be exercised by the Customer where the contract concerns, inter alia:

- The supply of Products (e.g., gates) made to the Customer's specifications or clearly personalised;
- The supply of Products the price of which is dependent on fluctuations in the financial market which cannot be controlled by Vente-unique.ie and which may occur within the withdrawal period;
- The supply of Products which were unsealed by the Customer after delivery and which cannot be returned for reasons of hygiene or health protection;
- The supply of Products which, after delivery, according to their nature, are irretrievably mixed with other items;
- Regarding items for which an assembly and/or installation service (optional) is offered (e.g., furniture, wall beds): Where the Customer expressly requests the performance of a service before the end of the withdrawal period, the Customer acknowledges that they are liable for reasonable costs proportionate to the part of the service performed until the date of withdrawal. Once the service is fully performed, the Customer forfeits their right of withdrawal.

11.2 Return Procedure for Delivered Products

The Customer shall notify Vente-unique.ie of their intent to withdraw within 30 days of receipt via any functionality provided on the Site or by the following means:

- Via the Customer Account, by selecting the Product to be cancelled in the relevant order and contacting Customer Service;
- In writing to the following address: Vente-unique.ie – Client Service - 9/11 rue Jacquard - 93310 Le PRE-SAINT-GERVAIS, France.

Customer service will inform the Customer of the various return methods. The Customer bears the risks of transport during the return of the Products. The Customer must return the Product at their own expense, in perfect condition and preferably in its original packaging, to the following

address, attaching a copy of the invoice for identification purposes:

VENTE UNIQUE.ie PRODUCT RETURN SERVICE
CAFOM Warehouse
Av. de Bruxelles
60110 AMBLAINVILLE
France

The Product subject to the right of withdrawal must not show signs of wear or damage indicating use beyond a simple trial. Consequently, in the event of use exceeding a simple trial of the purchased product, or handling other than that necessary to establish the nature, characteristics, and proper functioning of the product (e.g., cutting or permanent modification), Vente-unique.ie may hold the Customer liable in accordance with Section 118 of the Consumer Rights Act 2022. This may result in a reduction of the refund amount, which may be up to the full price of the product if it has become unfit for resale.

The Customer may also exercise their right of withdrawal online on vente-unique.ie, via their Customer Account. If the Customer uses this online functionality, vente-unique.ie will send them, without delay, an acknowledgement of receipt of the withdrawal by email, stating the content of the request as well as the date and time of its submission.

If the Customer is unable to return the Product by their own means, a collection service may be proposed. The collection fee will be determined based on the Customer's delivery address and the weight of the returned goods.

The Customer may be held liable for any deterioration or depreciation of the Product resulting from handling other than that necessary to establish the nature, characteristics, and proper functioning of the Product. For Products where an optional assembly service is offered, the Customer's acceptance to commence said service at their home before the expiry of the withdrawal period constitutes an express waiver of their right of withdrawal.

11.3 Specific Case: Products Shipped or in Transit

The Customer is informed via email when the Product is handed over to the carrier. Once the Customer has been notified of the dispatch and wishes to cancel the order, return fees will be invoiced at a rate of €0.50 per kilogram transported or, for "bulky" items, at the rate of the full delivery fee. The Customer must confirm via their Customer Account that they have taken cognisance of the amount to be deducted from the refund.

11.4 Reimbursement

Reimbursement shall occur within a maximum of 14 days from the date of the cancellation request. Vente-unique.ie may withhold the reimbursement until the Products are recovered or until the Customer provides proof of dispatch.

The Products must include all original components (accessories, cushions, manuals, etc.). A deduction proportionate to any depreciation caused by excessive handling may be applied to the refund amount; this deduction may be partial or total in cases of manifest damage.

Reimbursement will be made using the same means of payment used for the initial transaction. Vente-unique.ie advises the Customer to take out specific insurance with the carrier for the market value of the Products if they choose their own return method, to protect against damage, theft, or loss. In all cases, the return is at the expense, liability, and risk of the Customer.

Article 12 – Statutory Warranty of Conformity

Upon full payment of the order, the Customer benefits from the legal rights applicable in Ireland, notably under the following terms:

12.1 Warranty Conditions

In accordance with the Consumer Rights Act 2022 (Ireland), Products must be in conformity with the contract. This implies, inter alia, that Products must be: as described, of satisfactory quality, and fit for the purpose for which goods of that kind are commonly supplied.

In the event of a lack of conformity, the Customer is entitled, subject to the conditions set out by applicable regulations, to:

- A right to repair or replacement; and/or
- A right to a price reduction; or
- A right to terminate the contract (refund) where legal conditions are met, including, where applicable, a short-term right to reject.

It is specified that any lack of conformity which becomes apparent within 12 months of the date of delivery shall be presumed to have existed at the time of delivery, unless the contrary is proven.

12.2 Terms of Implementation of the Statutory Warranty

The warranty applies provided that the Product is used in accordance with its intended purpose and the instructions provided by Vente-unique.ie. The following are excluded from the warranty:

- Damage resulting from abnormal or non-compliant use of the Product, improper installation or maintenance, or unauthorised intervention by a third party;
- Damage linked to external causes (impact, fall, humidity, excessive heat, electrical power surges, etc.);
- Consumables and items requiring regular replacement (batteries, filters, lamps, fuses, remote controls, cables, etc.);
- Defects resulting from assembly or installation not compliant with the manufacturer's instructions, when not performed by a qualified professional;
- Professional or collective use of the Product.

These exclusions do not deprive the Customer of their mandatory statutory rights in Ireland, notably under the Consumer Rights Act 2022.

12.3 Return Conditions

Where the Customer exercises their statutory rights applicable in Ireland, the exchange or return of the delivered items shall be performed at no cost to the Customer when required by regulation. To facilitate rapid processing, the Customer is invited to provide a copy of the invoice or any other proof of purchase.

Returns may be organised, as appropriate, via:

- Collection from the Customer's home;
- Deposit at one of our regional agencies;
- Direct shipment by the Customer at the expense of Vente-unique.ie to the following address:

VENTE UNIQUE.ie PRODUCT RETURN SERVICE
CAFOM Warehouse
Av. de Bruxelles
60110 AMBLAINVILLE – France

Article 13 – Liability

The Customer is required to verify the completeness and accuracy of the information provided to Vente-unique.ie at the time of ordering, particularly the delivery address. The Customer is responsible for the information provided during registration and ordering. Vente-unique.ie shall not be held liable for entry errors that may lead to delivery errors.

Vente-unique.ie shall not be held liable for errors committed by the Customer or for the Customer's failure to comply with delivery modalities and appointments scheduled with the carrier.

Vente-unique.ie shall not be held liable, or deemed to have breached these terms, for any delay or non-performance caused by Force Majeure. Irresistible, unforeseeable facts or circumstances independent of the will of the parties, such as natural disasters (floods, fires), are considered exempting events of Force Majeure.

The choice and purchase of a Product are the sole and exclusive responsibility of the Customer. Consequently, the total or partial inability to use Products, notably due to equipment incompatibility, shall not give rise to any compensation, reimbursement, or liability on the part of Vente-unique.ie, save in the case of a non-conforming product or the exercise of statutory consumer rights in Ireland.

Products sold on the Site are intended for private use only. They may not be used for professional purposes by associations or communities as they do not meet professional usage standards.

Article 14 – Referrals

Vente-unique.ie allows prospects and customers to refer relatives and friends. Referred individuals must validate their referral by indicating the email address of their referrer. Mass collection of referrals outside the private circle of relatives and friends is strictly prohibited.

Article 15 – Protection of Personal Data

Vente-unique.ie collects and processes the Customer's personal data. It warrants that it processes such data in compliance with the rules applicable in Ireland, notably Regulation (EU) 2016/679 (GDPR) and the Data Protection Act 2018 (Ireland). The Customer may exercise all of their rights by sending an email to dpo@vente-unique.ie.

Article 16 – Severability

Should any provision of these General Conditions be held void, unenforceable, lapsed, illegal, or inapplicable by a law, regulation, or final decision of a competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected.

Article 17 – Dispute Resolution

These General Conditions are governed by Irish Law. In the event of a dispute, the Customer is

invited to contact Customer Service as a priority to seek an amicable solution. In accordance with applicable regulations on Alternative Dispute Resolution (ADR), the Customer is informed of the possibility of recourse to an ADR body. Vente-unique.ie is not obliged to use such a mechanism and does not undertake to participate unless otherwise required. The Customer may also use the European Online Dispute Resolution (ODR) platform: https://ec.europa.eu/consumers/odr. Failing an amicable agreement, the dispute shall be submitted to the competent Irish courts, without prejudice to the consumer's right to bring proceedings before the courts of their place of residence.

Article 18 – Terms of Membership for the "Very-unique" Loyalty Programme

The purpose of this Article is to define the terms of the Customer's free membership in the "Very-unique" loyalty programme applicable on the Site. The Very-unique loyalty programme is available to the Customer under the conditions defined below.

18.1 – Conditions of Membership

Membership in the Very-unique loyalty programme is nominative, strictly personal, and reserved for persons of legal age residing in Ireland.

Vente-unique.ie accepts only one membership per Customer account (same surname, first name, address, and email). A single individual may not create multiple accounts to benefit from the programme. Vente-unique.ie reserves the right to request, at any time, any document necessary to verify the identity of the person subscribing or already subscribed to the programme.

The Customer may consult information related to their loyalty programme by logging into their account and clicking on the "Very-unique loyalty programme" tab. It is the Customer's responsibility to ensure that their personal information remains accurate by updating it on the Site.

18.2 – Offers and Benefits of the Loyalty Programme

Membership is subject to the conditions and benefits in force on the Site. The programme entitles the Customer to the following benefits:

Euro-point Balance: Benefits are conditional upon making a purchase on the Site. The programme allows the Customer to accumulate "euro-points" for every order. Accumulation starts from the first euro spent. For example, for every €1 spent, €0.04 is accumulated; for €100 spent (in one or several transactions), €4 is accumulated. Only validated and non-cancelled orders entitle the Customer to points.

- **Additional Credits:** Points may also be awarded for secondary actions, such as on the Customer's birthday or upon completing a "Customer Review" satisfaction questionnaire.
- **Validity:** Euro-points are valid for twelve months from the date of membership to be converted into a voucher. However, any new credit of points (from a new order or additional mechanism) during this period will extend the validity of the entire balance for a further 360 to 365 days from the date of the last credit.
- **Forfeiture:** Beyond this validity period, any points not converted into a voucher shall be automatically forfeited. The Customer shall have no right of recourse against Vente-unique.ie in this regard.
- **Vouchers:** Once points are converted, the resulting voucher is valid for one month from

its issuance for a subsequent purchase. It is valid only on Products sold directly by Vente-unique.ie (excluding Marketplace sellers) and excludes taxes and delivery fees.

- **Exclusive Early Access:** Members may benefit from reduced prices on selected products at least a few hours before such prices are offered to the general public.
- **Exclusive "Very-unique Days":** Specific promotions and benefits reserved solely for members.

Vente-unique.ie reserves the right to suspend membership or permanently deactivate a loyalty account, and cancel associated benefits, in the event of any abuse by the Customer in the use of the programme.

18.3 – Modification of Conditions

Vente-unique.ie reserves the right to modify the conditions and benefits of the Very-unique programme at any time. The value of points and the nature of benefits are determined at the sole discretion of Vente-unique.ie and are subject to change.

18.4 – Personal Data

The processing of the Customer's personal information is carried out in accordance with Regulation (EU) 2016/679 (GDPR).

- **Data Recipients:** Data collected is intended for Vente-unique.ie and its affiliated entities (controlled by or under common control). Data may be transferred to third-party subcontractors for the performance of the service.
- **Data Collected:** Name, first name, postal address, and email are mandatory for membership. Providing a telephone number is optional. Failure to provide mandatory information will prevent participation in the programme.
- **Purposes:** Vente-unique.ie retains purchase history to manage eligibility for benefits and to ensure the proper execution of the programme. This data is also used to provide the Customer with personalised offers, news, or advertisements based on their previous purchases and interests.
- **Retention Period:** Customer information is retained for a period of five (5) years.
- **Rights of the Data Subject:** The Customer has the right to access, rectify, port, and delete their information. These rights may be exercised by emailing dpo@vente-unique.ie or by writing to: Vente-unique.ie – DPO - 9/11 Rue Jacquard 93310 LE PRE SAINT GERVAIS, France.

Article 19 – Telephone canvassing

When Vente-unique.com collects the Customer’s telephone number in connection with their order, it informs the Customer that this number may not be used for telephone canvassing for commercial purposes without the Customer’s prior consent, except where such canvassing takes place as part of the performance of an ongoing contract.

Vente-unique.ie
Customer Service
9/11 Rue Jacquard
93310 LE PRE SAINT GERVAIS
France