

GENERAL TERMS AND CONDITIONS OF SALE

PRELIMINARY ARTICLE: Definitions

Customer(s): consumer(s), passenger(s) holding an air ticket (valid for an upcoming flight departing from Paris-Orly or Paris-Charles de Gaulle airports) or authorised professional(s) on the airport platform who purchase(s) Products from the Seller on the Extime Marketplace accessible via the Website.

Click and Collect: Refers to the process and all the related means relating to the collection by the Customer, when travelling at Paris-Orly or Paris-Charles de Gaulle airport, of any order placed on the Extime Marketplace with one or more Sellers.

Extime Marketplace: technical intermediation platform that puts LADUREE and Customers in contact with a view to concluding contracts for the sale of Products on the Website.

Product(s): good(s) or service(s) sold online by LADUREE to Customers on the Website.

Website: refers to the www.extime.com website of the Extime Marketplace Operator, as well as the Paris Aéroport mobile application for Customers.

ARTICLE 1: Identification of the Seller

These General Terms and Conditions of Sale ("GTCS") apply to the sales defined below and made by Pâtisserie E. Ladurée, a société par actions simplifiée (simplified joint stock company) with a share capital of €372,204, having its registered office at 84 avenue d'Iéna, Paris (75116) - France, registered in the Paris Trade and Companies Register under number 572 045 540, ("LADUREE").

ARTICLE 2: Application and acceptance of the general terms and conditions of sale

The Extime Marketplace is mainly based on a Click and Collect mechanism. For LADUREE, this means that the order and its payment will be made online and the Products ordered will be physically delivered to the LADUREE collection point selected at the airport concerned.

The Extime Marketplace can be accessed at the following address: www.extime.com ("Website").

It is expressly forbidden to purchase Products on the Website in order to resell them to anyone else.

As the GTCS may be subject to subsequent amendments, the version applicable to the Customer's purchase is that in force on the Website on the date the order is placed. They shall prevail over any other version or any other contradictory document. LADUREE therefore invites Customers to reread the current GTCS carefully each time they place a new order.

Any validation of an order by the Customer implies full and complete acceptance of these GTCS and of the specific conditions of the order (products, quantities, prices, withdrawal conditions, etc.). The Customer declares that he/she has read them and accepted them by ticking the appropriate box before validating the order. The GTCS are enforceable against the Customer in accordance with the provisions of article 1119 of the French Civil Code.

ARTICLE 2: Purpose

The purpose of these GTCS is to define the rights and obligations of the Customer in the context of the sale of Products offered by LADUREE via the Website. In particular, they specify the conditions of ordering, payment, delivery and management of any refunds for Products ordered by the Customer on the Website.

ARTICLE 3: Products

Product information

LADUREE takes particular care in the presentation of each Product on the Website. The Products are therefore described and presented as accurately as possible. The description is intended to present the essential characteristics of the Products to the Customer before the order is placed.

In this respect, the Customer is informed of:

- The name of the Products,
- The quantity,
- The price,
- Methods of payment accepted on the Website,
- The information required by current legislation depending on the nature of the Products (pre-packaged or non-pre-packaged Products), thus enabling the Customer to know the essential characteristics of the Products.

LADUREE indicates the use-by date on the packaging of the Products or on a leaflet given with the Product, it being specified that Products collected via Click & Collect are not pre-packaged, the information relating to the use-by date is therefore confirmed when the purchaser collects the Products from the shop.

The photographs of the Products are not contractual and are intended to illustrate the Products for information purposes only.

Specific conditions for macarons

For best tasting, LADUREE macarons should be kept in a cool place away from light. Macarons should be kept in a cool place for 4 days following the date of preparation of the box of macarons, the date of which appears on a leaflet given with the said box of Macarons (use-by date indicated on the back of the said boxes).

LADUREE particularly draws the Customer's attention to the need to :

- Ensure that they are able to collect their order on the chosen day and from the selected collection point.
- Place the Macarons in a refrigerated container when you receive the order.
- Do not freeze the macarons.

Allergy warning

The food Products sold on the Website contain certain allergens. The Customer can consult the allergens for each Product on the LADUREE website: in particular for [Eugenie](#) and for [macarons](#).

Nutritional information on pre-packaged food products (e.g. chocolate, delicatessen products) can also be found on the Product page under the heading "Nutritional Information" on the www.laduree.fr website.

Product availability

LADUREE reserves the right to modify the product range at any time. Certain offers may have a limited period of validity, which will be indicated for each Product or range of Products. LADUREE undertakes to honour orders received on the Website only within the limits of available stocks. Exceptionally, a product advertised as available on the site may be unavailable once the order has been definitively registered. If the product is unavailable, the Customer will be informed by e-mail that the product is cancelled. The product will be refunded within thirty (30) days.

ARTICLE 4: Order process

Placing the order

Use of the Website is reserved for consumer Customers, to the exclusion of any professional commercial clientele. In this respect, LADUREE reserves the right not to supply the Products ordered if the quantities ordered do not correspond to strictly personal use or in the event of suspected fraud.

Furthermore, LADUREE reserves the right to refuse an order placed by the Customer on the Website in the event that the Customer provides incorrect or incomplete information and in the event that the products ordered are no longer available.

Customers wishing to place an order must provide information relating to their departing flight. As an exception to the above, airport staff are only required to communicate their airport of collection.

This information may be modified at any time while browsing the Website. However, Customers are informed that they are bound by this choice once the order has been validated to be collected.

If the Customer's flight or choice of collection airport gives them Click and Collect rights, then the Customer chooses the Product(s) of their choice by clicking on "Add to basket". At any time, the Customer can obtain a summary of the Product(s) they have selected or modify them by clicking on "Basket", continue their selection of Products, or order the Product(s) by clicking on "Confirm my order".

Before proceeding with the payment of their order, Customers must identify themselves or create their customer account via the Customer Account interface. The order will be validated once the Customer has been identified, payment has been made and confirmed, and the order has been accepted by LADUREE.

An email confirming the reservation will be sent to the Customer at the email address entered in the Customer Account. The email will include confirmation of the reservation and its payment, a summary of the products and the reservation number enabling the order to be

collected from the location indicated for the airport or terminal concerned.

If the booking confirmation is lost or forgotten, the Customer can retrieve it at any time from their Customer Account, in the "My Purchases" section.

For more information on the use of your personal data, please consult Article 11 of the General Terms and Conditions of the Extime Platform as well as our personal data protection policy at the following address: <https://www.laduree.fr/protection-de-donnees-personnelles.html>

Validation of the order by the Customer implies acceptance of these GTCS in their entirety.

Any order placed by the Customer will only be definitive once the Customer has received confirmation of the order and once the bank has recorded the full price of the order, including delivery costs. The distance selling contract between the Client and LADUREE is formed when LADUREE confirms the order.

Modification/Cancellation of order

As soon as the Customer validates the order, it is automatically recorded.

Modification of an order via the customer area on the Website is not possible.

However, the Customer may cancel the initial order to place a new order, subject to availability of the Products at the time of the new order.

The Customer may cancel the order free of charge from its customer account, in the "My purchases" section on the Website, as long as the order has not been prepared by LADUREE. The Customer will obtain a full refund of the price paid.

If the order has already been prepared by LADUREE, the Customer must then contact the LADUREE's Customer Service to request the cancellation of the order (see contacts mentioned in Article 9).

LADUREE reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order or who, in its opinion, presents any form of risk.

Proof of order

Confirmation of the order by LADUREE, the data recorded by LADUREE by means of the automatic recording systems on the Website or by its distance selling service, as well as any electronic mail exchanged between LADUREE and the Customer, will be considered as proof of the nature, content and date of the transaction in the event of a dispute between the Parties and will be kept by LADUREE for the period required in accordance with the legal rules of prescription.

ARTICLE 5: Prices and payment terms

Prices

The Products are supplied at the prices in force on the Website when the Customer places the order. Prices are expressed in euros, exclusive of tax and, where applicable, inclusive of all taxes according to the VAT rate in force on the day the order is registered and exclusive of

shipping costs. The total price inclusive of tax indicated in the order confirmation sent by LADUREE is the total price of the order expressed inclusive of all taxes, including the price of the Products and any additional costs, including shipping costs.

The prices displayed on the Website may be revised at any time without notice depending on the price of seasonal products and economic conditions.

Any validation of an order implies acceptance of the price.

Evidence agreement

Validation of the order, payment for the order and confirmation of the order by email constitute proof of the completeness of the order and render payable the sums owed by the Customer to LADUREE in respect of the order.

Payment (secure transactions)

The Customer acknowledges that placing an order necessarily entails payment in cash at the time the order is placed, exclusively via the ADYEN secure payment system.

The payment methods accepted for online payment are those accepted by the Website, i.e.: Carte Bleue, Visa, MasterCard and American Express , Apple Pay, Alipay, WeChat Pay, China UnionPay. Depending on the type of card, the Customer enters his/her card number, expiry date and security code (consisting of three or four digits, depending on the card, located on the back of the bank card) and then validates the data or has the option of returning to the previous page.

The payment request is sent in real time to the ADYEN secure payment system, which checks that the bank card is valid (no input errors, no opposition) and confirms that the payment has been recorded by issuing a transaction number or informs the customer that the transaction has been refused.

The Client guarantees that LADUREE has the necessary authorizations to use the method of payment. The billing information that the Client declares when ordering must correspond to that of the holder of the payment card used. The Client must pay close attention to the information provided concerning his/her credit card and the selected collection point.

In the event of non-payment, an incorrect invoicing address or any problem on the part of the Customer relating to the payment of the order, LADUREE reserves the right not to confirm the order.

LADUREE also reserves the right to cancel or refuse any order that is abnormal, placed in bad faith or for any other legitimate reason, including the order of a Customer with whom there is a dispute relating to the payment of a previous order.

Once the order has been paid for, it becomes definitive and can no longer be cancelled by the Customer. A summary of the order is displayed and an order confirmation email is sent. Payments made online by credit card will be made via a secure payment system. The payment request is sent in real time to the ADYEN secure payment system.

The bank checks that the credit card is valid (no input errors, no stop payment), and confirms that the payment has been recorded or informs you that the transaction has been refused.

In the event of fraudulent use, LADUREE may not be held liable. If there is no bank provision, or in the event of refusal by the banks, the order will be automatically cancelled and the Customer informed by email.

It is the Customer's responsibility to check the contents of the order on the date of collection. Any discrepancy in quantity must be reported to LADUREE within 24 hours of the order being collected, in accordance with the conditions set out in article 7 of these terms and conditions. Complaints relating to damage, delay, loss or inadequate packaging must be communicated in writing to the Customer Service Department mentioned in Article 9 within three (3) days of the date of collection of the order under the conditions listed in article 7 hereof.

Withdrawal

The delivery method on the Website is Click&Collect in the LADUREE boutiques of the selected Airport (subject to availability when the order is placed).

This service is available during shop opening hours.

Furthermore, LADUREE shall not be held responsible for any deterioration in the products as a result of their late collection.

All the Products on sale on the Website, subject to availability, are available in Click&Collect.

Products ordered by Click&Collect which are not collected on the day specified when the order was placed during shop opening hours will be cancelled and a refund will be made to the payment method used.

To collect the order, the Customer must go to the checkout of the selected shop with the confirmation email, or with proof of identity if they do not have the email.

It is the Customer's responsibility to ensure that the order is in conformity at the time of collection. Once the order has been collected, no complaint of non-conformity will be accepted.

If you have any questions about your Click&Collect order and its collection, you can contact the Customer Service mentioned in Article 9.

ARTICLE 7: Acceptance

The Products are received when the Customer takes physical possession of them (the "**Receipt**"). The Customer must check the condition of the Products as soon as they are received. In the event of shortages, loss or damage, the Customer must make all reservations to LADUREE if the Products are collected from the shop via Click & Collect.

Where applicable, the Customer shall confirm any reservations made in writing (by email or post) to the Customer Service Department mentioned in Article 9 within three (3) days of Receipt. The complaint must be accompanied by a photograph clearly showing the deterioration of the Product. After this period, the Products withdrawn will be deemed to be free of all defects.

LADUREE will reimburse or replace, at its own expense, only those products that do not conform or are affected by a defect.

ARTICLE 8: Transfer of ownership and risks

The transfer of ownership of the vendor's Products to the Customer will only take place once payment of the price has been recorded by the secure payment company.

The transfer of risks will take place upon receipt of the Products. From this date, the Customer assumes full responsibility for any damage that the Products may suffer or cause. The Products therefore travel at the Customer's risk.

ARTICLE 9: Complaints and customer service

LADUREE makes every effort to satisfy its customers to the best of its ability. However, the Customer may address any complaints to Customer Service:

Charles de Gaulle airport: amvembe@laduree.com

Orly airport: cricard@laduree.com

*Monday to Friday, 9am to 5pm.

If You are not satisfied with the response provided by our Customer Service, you may subsequently contact the following mediator:

- by post: Médiation Franchise-Consommateurs (MFC), Fédération Française de la Franchise, 29 Boulevard de Courcelles, 75008 PARIS
- by telephone: 01.53.75.22.25
- by email: info@franchise-fff.com

For more information on the Franchise Consumer mediation procedure: [here](#)
For reasons of food hygiene and safety, LADUREE will not accept exchanges of foodstuffs.

LADUREE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR BENEFITS ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS OF SALE OR ANY CLAIM MADE AGAINST YOU BY ANY THIRD PARTY.

ARTICLE 10: Right of withdrawal

The right of withdrawal does not apply to contracts for the supply of the following Products:

- (i) goods made to the consumer's specifications or clearly personalised: this applies to all orders for assembled parts, macaron boxes, logs, pyramids, etc., made to the consumer's specifications or clearly personalised.
- (ii) fresh and perishable products such as macarons, chocolates and pastries
- (iii) goods unsealed by the Customer after delivery and which cannot be returned for reasons of hygiene or health protection.

For other Products, in accordance with the regulations in force, the Customer has a period of fourteen (14) days from receipt of the Product to exercise his right of withdrawal from the vendor, without having to give any reason or pay any penalty, for the purpose of an exchange or refund.

The right of withdrawal may be exercised on plain paper or using the withdrawal form, a model of which is shown in Appendix 1 of these GTCS. LADUREE will immediately send the Customer an acknowledgement of receipt on a durable medium.

Products must be returned within fourteen (14) days following notification to the Vendor of the Customer's decision to withdraw, accompanied by the purchase invoice, in their original packaging and in perfect condition so that they can be sold again in new condition. Damaged, soiled or incomplete Products will not be taken back.

If the right of withdrawal is exercised within the aforementioned period, only the price of the Product(s) purchased and the delivery costs will be reimbursed; the cost of returning the Product(s) will be borne by the Customer.

The exchange (subject to availability) or refund will be made within fourteen (14) days of receipt by LADUREE of the Products returned by the Customer under the conditions set out in this article.

ARTICLE 11: Guarantee

The Products sold on the Website comply with the regulations in force in France. In accordance with legal provisions, the Products are covered by the legal guarantee of conformity and the legal guarantee against latent defects.

1. *Legal guarantee of conformity*

In accordance with Article L. 217-4 of the French Consumer Code, LADUREE is required to deliver goods that comply with the order and is liable for any defects in conformity at the time of delivery. According to article L. 217-5 of the French Consumer Code:

"To be in conformity with the contract, the goods must:

1. be fit for the purpose ordinarily expected of similar goods and, where applicable:
 - correspond to the description given by the seller and possess the qualities that the seller has presented to the customer in the form of a sample or model;
 - have the qualities that a purchaser may legitimately expect having regard to the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;
2. or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the customer, brought to the seller's attention and accepted by the latter".

When acting under the legal guarantee of conformity, the Customer:

- has a period of two years from the date of delivery of the property in which to take action;
- may choose between repairing or replacing the good, subject to the cost conditions set out in Article L. 221-9 of the French Consumer Code ;
- is exempt from proving the existence of the lack of conformity of the goods for a period of twenty-four months from the date of delivery of the goods.

2. *Latent defects guarantee*

LADUREE is also bound by the legal warranty for hidden defects affecting the Products delivered and rendering them unfit for the use for which they were intended, under the conditions set out in articles 1641 to 1649 of the Civil Code, provided that the purchaser proves the hidden defect and acts within two years of the discovery of the defect (article 1648 of the Civil Code).

If the guarantee against hidden defects is invoked, the Customer may choose between rescinding the sale or reducing the sale price in accordance with [Article 1644](#) of the French Civil Code.

ARTICLE 12: Intellectual property rights

The content of the Website including, in particular but without limitation, the texts, comments, illustrations, photographs and images reproduced on the Website are the exclusive property of LADUREE and are protected by intellectual property rights. Any total or partial reproduction of the Website is strictly prohibited without prior written authorisation from LADUREE. Any violation of our trademarks and the integrity of our Products may justify civil or criminal proceedings.

ARTICLE 13: Applicable law and disputes

These GTCS are governed by French law. In the event of a dispute, an amicable solution will be sought as a priority before any legal action is taken. To this end, we kindly ask our Customers to contact our Customer Service department by email at the following address: contact@laduree.com. Failing an amicable solution, any legal action will be brought before the Paris courts.

LADUREE - EXTIME

Annex 1 - Model withdrawal form for non-food products only

(Complete and return this form only if you wish to exercise your right of withdrawal)

Attention: LADUREE- Service Client - 75 avenue des Champs-Élysées - 75008 PARIS - France

OR

Charles de Gaulle airport: amvembe@laduree.com

Orly airport: cricard@laduree.com

I hereby notify you of my withdrawal from the contract for the sale of the following Product(s):

Ordered on (*)/received on (*),

Order number :

Customer name,

Customer address,

Customer's signature (only if this form is sent in paper format),

Date