

## **Terms and conditions**

### **1. Scope**

These general terms and conditions govern all purchase contracts placed on the following website <https://www.aromawellbeing-hk.com> (the “Website”) between:

The company SAS JLS hosted at 103 allée d'olhère - Ap101a 64200 Bassussarry, France - registered under SIREN number 985396333 at RCS of Bayonne, France with VAT number FR09985386333 - e-mail: [aromatherapy\\_wellbeing@protonmail.com](mailto:aromatherapy_wellbeing@protonmail.com) - telephone: +33 61415 3974 (the “site”); and any natural or legal person not acting for purposes falling within the scope of his activity, acquiring products and/or services marketed by SAS JLS using the brand name Aroma Wellbeing (registered at INPI), who proceeds to the purchase of products or services on this same website.

### **2. Services and products marketed on the Website**

#### **2.1 – Products marketed on the Website**

On the Website are also marketed products around the activities of aromatherapy, alternative medicine, health prevention, well-being and health, nutrition (courses, podcasts, events) by clicking on <https://www.aromawellbeing-hk.com/shop>. Each product has a sheet detailing the characteristics as well as the price and size of the product. The products ordered are delivered to the address indicated when ordering.

### **3. Applicable prices and payments**

#### **4.1 – Applicable rates for products and services**

The “Website” allows you to contact our team to book an interview or a consultation.

The duration of the courses and consultations offered to Clients differs according to the themes:

Classes must be purchased in advance on the website and are available by clicking on [www.aromatherapy-wellbeing.com](http://www.aromatherapy-wellbeing.com) in the “consultation” or “service” section, and are inclusive of all taxes or exclusive depending on the country of purchase.

The products are available on the online store, and must be purchased including the transport costs payable by the customer, and including all taxes.

#### **4.2 – Price of products marketed on the Website**

The price of each product marketed on the Website appears alongside the sheet of the product concerned, and includes VAT or excludes VAT depending on the country of purchase at the rate in force and the cost of delivery of the order.

#### **4.3 – Payments**

Any order placed on the website is payable by credit card (CB, Visa, Mastercard, paypal) when placing the order. Payments by check are not accepted.

Acceptance of the order by SAS JLS is subject to payment of the full price relating thereto when placing the order.

#### **5. Duration of validity of access to services, courses, consultations (if unable to attend)**

Prepaid courses or consultations are valid for a period of 1 month, from the date of their payment. The change of date is handled directly with our team by telephone on +33 6 1415 3974 or by email [aromatherapy\\_wellbeing@protonmail.com](mailto:aromatherapy_wellbeing@protonmail.com) Failure to use these within the time allowed will not give rise or refund.

#### **6. Cancellation of a lesson at least 24 hours in advance**

The Customer has the possibility of canceling a lesson (video or face-to-face format) that he has reserved on the condition of

do so at least 24 hours before the start of the course concerned, by proceeding as follows: – send an email to our team: [aromatherapy\\_wellbeing@protonmail.com](mailto:aromatherapy_wellbeing@protonmail.com)

A confirmation email of the cancellation of the reservation will be generated, including the detail of the time carried over to the credit of the Customer concerned.

#### **7. Delivery of products ordered on the Website**

The products ordered on the Website will be delivered to the address indicated during the ordered.

#### **8. Withdrawal period**

##### **8.1 – Conditions and exercise of the right of withdrawal**

In accordance with the applicable regulations, the Customer has a right of withdrawal for any order placed on the Website, which he can exercise within 14 days from receipt of the products concerned, and in the event of an order relating to several products delivered in installments, from receipt of the last product concerned.

Any Customer wishing to exercise his right of withdrawal must inform SAS JLS by sending an email or letter to the coordinates of the head office 103 alle d'olhare, ap101a 64200 Bassussarry - France as indicated above or an email at [aromatherapy\\_wellbeing@protonmail.com](mailto:aromatherapy_wellbeing@protonmail.com). In the event of exercise of the right of withdrawal, the product must be returned by the Customer to SAS JLS, at his expense, in its original packaging - accompanied by the purchase invoice - within a maximum period of 14 days following the communication of its decision to withdraw.

When the Customer exercises his right of withdrawal and proceeds to the return of the product, if the product has been damaged rendering it unsuitable for re-marketing, a discount may be applied on a case-by-case basis depending on the state of degradation of the product.

The Customer can return his product at his own expense via the post office or the carrier of his choice to the address of SAS JLS.

In the event of exercise of the right of withdrawal, the Customer is reimbursed for the sums paid, with the exception of the return costs, within a maximum period of 14 days from the return of the products concerned.

Reimbursement is made using the same method of payment as that used by the Customer, unless expressly agreed by the Customer for another means of payment and insofar as the reimbursement does not incur any costs for the Customer.

## **8.2 – Exclusion of the benefit of the right of withdrawal**

In accordance with Article L.221-28.11° of the French Consumer Code, the right of withdrawal does not apply to orders relating to the purchase of credit or the reservation of a lesson, insofar as it is These are leisure activities provided for a specific period (that of the validity period of the credits concerned, as well as of the reserved course).

The right of withdrawal is also not applicable to orders relating to:

- the provision of services fully performed before the end of the withdrawal period and the performance of which has begun after the express prior agreement of the Customer and express waiver of his right of withdrawal (article L.221-28, 1° of the French Consumer Code);
- the supply of products made according to the Customer specifications or clearly personalized (article L.221-28.3° of the French Consumer Code)
- the supply of products likely to deteriorate or expire quickly (article L.221-28.4° of the French Consumer Code);
- the supply of products which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection (article L.221-28.5° of the French Consumer Code).

## **9. Warranties**

Any request made under the legal guarantees provided for in articles L.217-4 of the French Consumer Code and 1641 and following of the French Civil Code must be sent by the Customer to the head office of SAS JLS, as mentioned above.

SAS JLS is liable for defects in the conformity of the product under the conditions of article L.217-4 and following of the French Consumer Code and for hidden defects in the thing sold under the conditions provided for in articles 1641 and following of the French Civil Code.

When acting as a legal guarantee of conformity, the Customer:

- has a period of two years from delivery of the product to act;
- can choose between repairing or replacing the product ordered, subject to the cost conditions provided for in article L.217-9 of the Consumer Code;

– is exempted from providing proof of the existence of the lack of conformity of the product during the twenty-four months following the delivery of this product.

The legal guarantee of conformity applies independently of any commercial guarantee that may be granted by SAS JLS. The Customer can decide to implement the guarantee against hidden defects of the thing sold within the meaning of article 1641 of the French Civil Code and, in this case, he can choose between the resolution of the sale or a reduction of the sale price. in accordance with article 1644 of the French Civil Code.

The texts relating to the legal guarantees are reproduced below:

– French Consumer Code – Article L.217-4: The seller delivers goods that comply with the contract and is liable for any lack of conformity existing upon delivery. He is also liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been charged to him by the contract or has been carried out under his responsibility.

– French Consumer Code – Article L.217-5: The good complies with the contract: 1o If it is specific to the use usually expected of a similar good and, where applicable: – if it corresponds to the description given by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or model; – if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling; 2o Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted.

– French Consumer Code – Article L.217-11: The application of the provisions of articles L.217-9 and L.217-10 takes place at no cost to the buyer. These same provisions do not preclude the award of damages.

– French Consumer Code – Article L.217-12: The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. – French Civil Code – Article 1641: The seller is bound by the guarantee for hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer does not would not have acquired, or would have given only a lesser price, if he had known them.

– French Civil Code – Article 1648 paragraph 1: The action resulting from defects must be brought by the purchaser within two years from the discovery of the defect.

## **10. Personal data**

The information communicated by the Customer when creating a customer account and placing an order on the Website is subject to computerized processing by

SAS JLS to ensure the proper execution of orders and reservations placed on the Website and the proper functioning of the Website. In the event that the Customer has expressly agreed to receive the newsletter and commercial offers from SAS JLS partners by email or SMS, his email address and telephone number may be used for this purpose.

There are two types of data:

- the data marked with an asterisk when creating the customer account (surname, first name, address, etc.) and/or placing the order are necessary for the proper execution of the order and in particular for delivery and invoicing of the order;
- other data calling for an optional response when creating the customer account and/or placing the order, voluntarily communicated by the Customer who may withdraw his consent at any time, without affecting the legality of the processing given on the consent given before its withdrawal.

The data collected during the creation of the Customer account (surname, first name, address, etc.) and/or the placing of the order are kept as long as the Customer does not delete his customer account.

In accordance with the regulations applicable to the protection of personal data (resulting from May 25, 2018 from the European Regulation on the Protection of Personal Data), the Customer has the right to request access, rectification or erasure personal data, or a limitation of processing, or the right to oppose processing and the right to data portability that he can exercise by sending an email to the following address:

aromatherapy\_wellbeing@protonmail.com or by writing at the headquarters of SAS JLS.

The Customer may also file a complaint with the CNIL (France).

## **11. Intellectual Property**

The capture of visuals (photos, videos) within our workshops is strictly prohibited without the written agreement from SAS JLS and Aroma wellbeing brand. The latter reserves the right to take any action to assert its rights in the event of public dissemination of images produced by SAS JLS.

## **12. Insurance**

SAS JLS is insured with the insurance company MACIF France, under the for damages directly related to its activity and incurring its Civil Liability.

### **Complaints – Disputes – Mediation**

Any complaint relating to the purchase of products and/or services on the Website can be sent by email or contact details.

Any dispute relating to the formation, execution, termination and consequences of the termination of a contract entered into between the SAS JLS and a Client will be subject to French law, and will fall within the jurisdiction of the French courts, under the conditions of law.