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 the "General Conditions") govern the contractual relationship between any user of the website vente-unique.co.uk (hereinafter the "Site") wishing to make a purchase (hereinafter "the Customer" or "You") and the company Vente-unique.co.uk, a Société Anonyme (public limited company) with a share capital of €97.800,29, having its registered office at 9 rue Jacquard 93310 Le Pré Saint Gervais, France, registered with the Bobigny (France) Trade and Companies Register under number 484 922 778 (hereinafter "Vente-unique.co.uk").

Vente-unique.co.uk's primary business is the sale of home furnishing, fitting, and indoor/outdoor home decoration products (hereinafter the "Products") on the Site.

Any use of the Site's services or the placement of any order implies the prior, full, and unreserved acceptance of these General Conditions. The purpose of these conditions is, inter alia, to describe the conditions of purchase, ordering, payment, and delivery of the Products, as well as the statutory warranties attached to the Products sold on the Site.

The Customer is invited to read carefully, download, and print the General Conditions available at the time of the order and to retain a copy thereof. The Customer acknowledges having taken cognisance of them. These General Conditions are the sole conditions applicable and supersede all other conditions, save where otherwise expressly agreed in writing beforehand.

Vente-unique.co.uk may, at any time, amend certain provisions of these General Conditions. Consequently, it is necessary to review the version in force on the day of your order. Such amendments shall be binding upon the Customer from the date they are posted online and shall apply to all orders placed subsequent to such posting.

The Customer is recommended to read the General Conditions available on the Site for every new order. Upon validating payment and clicking "Complete my order", the Customer certifies that they have read and accepted Vente-unique.co.uk's General Conditions without reservation. By validating these General Conditions, the Customer declares that they possess the legal capacity to enter into a binding 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.co.uk 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.co.uk. Vente-unique.co.uk reserves the right to interrupt or suspend access to the Site for maintenance, improvements, or in the event of a malfunction. Vente-unique.co.uk 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. The Customer warrants the veracity of the information provided and undertakes not to use false information or third-party data. Save for breaches by Vente-unique.co.uk regarding data security obligations, the Customer is solely responsible for the use of their identifiers or actions performed via their account.

Following order validation, Vente-unique.co.uk shall send a confirmation email. Vente-unique.co.uk reserves the right to refuse to fulfill 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 recorded by Vente-unique.co.uk constitutes proof of the transactions between the parties.

Article 4 – Price

Prices indicated on the Site are expressed inclusive of VAT but exclude delivery and assembly charges. Delivery charges vary based on the delivery address, the weight of the goods, and the service level selected.

Delivery and assembly charges are detailed in the basket and confirmed upon order validation. They are invoiced at the end of the order. Vente-unique.co.uk reserves the right to modify its prices at any time, provided that Products will be invoiced on the basis of the rates in force at the time the order is recorded, subject to availability.

Article 5 – Retention of Title and Passing of Risk

Vente-unique.co.uk retains legal title to the Products sold until effective payment of the full price (principal and ancillary costs) is received. Failure to pay any instalment may result in a claim for repossession of the goods. These provisions do not prevent the transfer to the Customer, upon taking physical possession of the Product, of the risk of loss or damage to the goods, as well as any damage they may cause.

Article 6 – Availability

The Customer acknowledges that Vente-unique.co.uk 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.co.uk

shall inform the Customer without delay. The Customer may then request the cancellation (partial or total) of the order for the unavailable Product(s). Vente-unique.co.uk shall proceed with a refund without undue delay and within the statutory timeframes.

Article 7 – Product Information

Vente-unique.co.uk provides "Product Sheets" and strives to publish accurate photographs/videos. Without prejudice to the Customer's statutory rights in the United Kingdom, notably under the Consumer Rights Act 2015, minor variations between the Products delivered and those represented on the Site may exist. Vente-unique.co.uk 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. Vente-unique.co.uk reserves the right to modify these methods at any time. The Client may pay via:

- **Credit or Debit Card (Visa or Mastercard):** Providing the card number constitutes authorisation to debit the account for the amount corresponding to the order. Orders are only effective once the relevant payment centres have granted approval. Online payments are processed via a secure system using industry-standard encryption protocols. In the event of an authorisation failure, the order will not be processed.
- **Bank Transfer:** To be made to the account of Vente-unique.co.uk. The account holder must be the person who places the order. The order is reserved for 72 hours pending receipt of funds.
- **PayPal:** A secure method allowing payment without sharing banking data with the Company. The Client will be redirected to their PayPal account.
- **Klarna:** The Client enters into a separate payment agreement with Klarna Bank. Information is protected via the Klarna interface.
- **Clearpay:** Allows for deferred or split payments. By selecting this method, the Client enters into a separate payment agreement with Clearpay Finance Ltd.
- **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 Customer 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 Customer may share their personal experience. This questionnaire shall be sent to the Customer by Vente-unique.co.uk via electronic mail.

Article 10 – Delivery

10.1 Delivery Modalities

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. 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.co.uk 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.co.uk 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.co.uk customer service, providing all relevant supporting evidence (notably photographs).

The absence of reservations formulated by the Customer does not exempt Vente-unique.co.uk 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 in the United Kingdom. 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.co.uk 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.co.uk. 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 cancellation period provided by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This period applies to all Products sold by Vente-unique.co.uk 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.co.uk 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;
- For items where an assembly and/or installation service (optional and non-mandatory) is offered (e.g., furniture, wall beds): where the Customer expressly requests the commencement of said service before the expiry of the 14-day statutory withdrawal period, the Customer acknowledges that they may be liable for reasonable costs proportionate to the service actually performed until the date the right of withdrawal is exercised. Where the service has been fully performed before the end of the statutory period, the Customer acknowledges that they forfeit their statutory right of withdrawal under the conditions provided by applicable UK regulations.

11.2 Return Procedure for Delivered Products

The Customer shall notify Vente-unique.co.uk of their intent to withdraw within 30 days of receipt by one of the following means:

- Via the Customer Account, by selecting the Product to be cancelled in the relevant order and contacting Customer Service via the contact page;
- In writing to the following address: Vente-unique.co.uk - Service Clientèle - 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.CO.UK 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.co.uk may hold the Customer liable in accordance with Regulation 34(9) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 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.

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 diminished value 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 and leaves our warehouse. 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.co.uk 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 handling beyond what is necessary may be applied to the refund amount; this 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.co.uk 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. 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 the United Kingdom, notably under the Consumer Rights Act 2015.

12.1 Warranty Conditions

In accordance with the Consumer Rights Act 2015, Products must be in conformity with the contract, meaning they must be: as described, of satisfactory quality, and fit for the purpose for which they are commonly supplied. In the event of a defect, the Customer is entitled, inter alia, to:

- A right to repair or replacement; and/or
- A right to a price reduction or a refund under the conditions provided by applicable regulations, including the short-term right to reject (refund) within 30 days of delivery in the event of a defect.

12.2 Implementation of the Statutory Warranty

The warranty applies provided that the Product is used in accordance with its intended purpose and instructions. The following are excluded:

- Damage from abnormal use, improper installation/maintenance, or unauthorised third-party intervention;
- External causes (impact, moisture, excessive heat, power surges, etc.);
- Consumables requiring regular replacement (batteries, filters, fuses, etc.);
- Defects from assembly not compliant with manufacturer instructions, unless performed

by a qualified professional;
- Professional or collective use.

12.3 Return Conditions

Where the Customer exercises their statutory rights in the UK, the exchange or return of items shall be performed at no cost to the Customer when required by regulation. Returns may be organised via home collection, regional deposit, or direct shipment at the expense of Vente-unique.co.uk to the Amblainville (France) warehouse.

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

Article 13 – Liability

The client is required to verify the completeness and veracity of the information they provide to Vente-unique.co.uk during the order process, and notably the delivery address. The client is responsible for the information they provide during registration and at the time of the order. Vente-unique.co.uk cannot be held liable for any data entry errors that may cause delivery errors.

Vente-unique.co.uk cannot be held liable for any errors committed by the client and/or for the client's failure to comply with delivery modalities and appointments that they have themselves fixed with the carrier.

Vente-unique.co.uk shall not be held liable, or considered to have failed in its obligations hereunder, for any delay or non-performance when the cause of the delay or non-performance is linked to a case of force majeure. All irresistible, unforeseeable facts or circumstances independent of the will of the parties, notably in the case of natural disasters such as floods or fires, are considered as fortuitous events or force majeure exempting liability.

The selection and purchase of a product by the client are under their sole and unique responsibility. Consequently, the total or partial inability to use products, notably due to equipment incompatibility, cannot give rise to any compensation, reimbursement, or questioning of the liability of Vente-unique.co.uk, except in the case of a defective or non-conforming product, or the exercise of the consumer's legal rights applicable in the United Kingdom.

The products sold on the Site are intended for private use. They may in no case be used in a professional capacity by associations or communities, as they do not meet professional usage standards.

Article 14 – Referral

Vente-unique.co.uk allows its prospects and clients to refer their relatives and friends in order to make Vente-unique.co.uk known. Referrals thus sponsored must validate their referral by indicating the email address of their referrers. The mass collection of referrals outside the private circle of relatives and friends is strictly prohibited.

Article 15 – Protection of Personal Data

Vente-unique.co.uk collects and processes the personal data of the client during the ordering of

products. In this capacity, it guarantees that it processes these data in compliance with the rules applicable in the United Kingdom, notably the UK GDPR and the Data Protection Act 2018.

The client may exercise all of their rights by sending an electronic mail to dpo@vente-unique.co.uk. The client may consult the personal data policy available on the Site.

Article 16 – Severability of Clauses

The fact that any clause of these General Conditions becomes null, unenforceable, lapsed, illegal, or inapplicable due to a law, a regulation, or following a final decision of a competent jurisdiction, shall not call into question the validity, legality, or applicability of the other stipulations of these General Conditions, which shall remain in force. The client shall remain bound to perform their contractual obligations and cannot, in this capacity, avail themselves of any exemption from liability.

Article 17 – Settlement of Disputes

These General Conditions, the order, and all resulting acts shall be performed and construed in accordance with the laws of England and Wales, without depriving the client of the mandatory consumer protection provisions that may be applicable in their country of residence within the United Kingdom.

In the event of a dispute relating to the performance of an order or the interpretation of these General Conditions, the client is invited to contact customer service as a priority in order to seek an amicable solution.

In accordance with the applicable regulations in the United Kingdom regarding the alternative settlement of consumer disputes, the client is informed of the possibility of resorting to an alternative dispute resolution body (Alternative Dispute Resolution – ADR). Vente-unique.co.uk is not required to resort to such a mechanism and does not undertake to participate in it, unless provided otherwise.

Failing an amicable agreement, any dispute shall be submitted to the competent courts of England and Wales, without prejudice to the right of the client to act before the competent jurisdictions of their place of residence where the applicable regulations so permit.

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

The object of this article is the membership, free of charge, by the client in the Very-unique loyalty programme valid on the Site. The Very-unique loyalty programme is available to the client under the conditions defined hereafter.

18.1 – Conditions of Membership for the Very-unique Loyalty Programme

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

Vente-unique.co.uk accepts only one membership to the Very-unique loyalty programme per client account (same surname, first name, address, email). A single person cannot create multiple client accounts to benefit from the Very-unique loyalty programme. Vente-unique.co.uk reserves the possibility to request at any time any document allowing for the justification of the identity of the person wishing to subscribe or having subscribed to the Very-unique loyalty

programme.

The client may consult information relating to their loyalty programme by logging into their client account and clicking on the tab "Very-unique loyalty programme". It is the client's responsibility to keep the personal information concerning them up to date on their client account by performing updates on the Site.

18.2 – Offers and Benefits of the Very-unique Loyalty Programme

Any membership in the Very-unique loyalty programme is performed according to the conditions and benefits in force on the Site. The Very-unique loyalty programme allows the client to benefit from the following advantages:

Pot calculated in pound points: The benefits of the Very-unique loyalty programme granted to clients are conditional upon making a purchase of products on the Site. The Very-unique loyalty programme allows the client to accumulate pound points for every order of products on the Site. Accumulation begins from the first pound spent. For example, for £1 spent on the Site, £0.04 are accumulated; or for £100 spent in one or more transactions, £4 are accumulated. Only validated and non-cancelled orders entitle the client to the accumulation of pound points. Furthermore, the client can earn additional pound points via additional potting mechanisms. In this capacity, pound points may notably be attributed on the occasion of the client's birthday or upon completing a satisfaction questionnaire ("customer reviews"). These pound points will be added to those already credited to the client's pot. The client can consult the balance of their pound points by logging into their client account and clicking on the tab "Very-unique loyalty programme". Pound points have a validity period of twelve months from the date of membership in the Very-unique loyalty programme to be transformed by the client into a voucher. However, when pound points are credited to the client's pot during the twelve-month period, whether following a new order or within the framework of additional potting mechanisms, the validity period of all pound points appearing in the pot will be extended for a new period ranging from 360 to 365 days from the date of the last credit of pound points. Consequently, the validity period of the client's pot is extended with each new addition of pound points. In any case, the client is informed of their credit of pound points and the expiration date of their pot in their client account. Beyond the validity period of the pot, pound point credits not transformed into a voucher will be automatically lost. The client may not, in this capacity, bring any recourse against Vente-unique.co.uk. Once the client transforms the pound points into a voucher, the voucher thus obtained is usable for a subsequent purchase of products on the Site. It is only valid on products sold (excluding taxes and delivery fees) by Vente-unique.co.uk on the Site. The voucher cannot, therefore, be deducted from purchases of products sold by third-party sellers on the marketplace. The validity period of the voucher is one month from its date of issuance.

- Exclusive preview access to certain promotions. This means that only members of the Very-unique loyalty programme can benefit from reduced prices on selections of products at least several hours before these same reduced prices are offered to all visitors of the Site.
- Exclusive Very-unique days (promotions and exclusive benefits for members only).

Vente-unique.co.uk reserves the possibility to suspend the client's membership in the Very-unique loyalty programme, or even to permanently deactivate their loyalty account and, if applicable, cancel the associated benefits, in the event of abuse by the client in the use of the Very-unique loyalty programme.

18.3 – Modification of Conditions and Benefits of the Very-unique Loyalty Programme

Vente-unique.co.uk reserves the right to modify, at any time, the conditions and benefits of the Very-unique loyalty programme. The value of points fixed at the discretion of Vente-unique.co.uk is notably likely to vary, as are the benefits granted within the framework of the Very-unique loyalty programme.

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.co.uk
Customer Service
9/11 Rue Jacquard
93310 LE PRE SAINT GERVAIS
France