Easypara
Conditions of use

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EASYPARAPHARMACIE is a trademark registered with the French National Institute of Industrial Property (INPI) and the European Union Intellectual Property Office (EUIPO).

1.PREAMBLE

EASYPARAPHARMACIE Company is specialized in online sales and distribution of parapharmaceutical products, in particular, cosmetics, skincare and hygiene products, including hair and styling items, food supplements, medical equipment, via a dedicated consumer-oriented online sales platform accessible at the following address: https://www.easypara.com/ (hereinafter “the Website”).

Access and use of the Website and its services are strictly reserved for private and personal purposes according to Article 2.

The Website is accessible in all the countries neither prohibiting nor generally regulating online pharmaceutical sales. Purchase of products, however, is reserved to users having a delivery address in mainland France, Corsica, Monaco and any other third country stated on the Website as a delivery address option. If products and services suggested on the website are in whole or in part prohibited or violating the User's national law, the latter may renounce access to them from his territory or any other territory where they are deemed prohibited or illegal.

These General Terms and Conditions of Sale (hereinafter "T&C") are governed exclusively by the French Civil Code and the French Consumer Code provisions.

Alongside with the online order, they constitute contractual documents enforceable for the parties, unlike other documents, prospectuses, catalogs and product photographs which are only indicative.

The Website reserves the right to modify these T&C, its editorial content and pricing, at any time and at its sole discretion, following its products' technical development and evolution of the legislation in force. Use of the Website, its products and services is therefore subject to the most recent version of T&C available and accessible to the public at the time of such use. The User is free to consult the T&C as often as he needs, print or save the latter on a durable medium.

When using the Website, the User may be subject to any directives or rules posted thereon and applicable to its services, which may contain other terms and conditions in addition to those stated in T&C. All such guidelines or rules are deemed to be included by reference in the present T&C.

The equipment enabling access to the Website is the User's sole responsibility, as are the connection costs incurred by its use. The Website is warning the User of the need for a secure internet connection using the medium of his choice.

2.PURPOSE AND CONDITIONS OF USE

The purpose of these T&C is to govern all commercial relations between the Website and its user having solely a consumer status (hereinafter " the User" or "the Customer").

When using the Website and, in particular, ordering a product, the User acknowledges being of sound mind and of full age. The User thus recognizes his capacity of contract signing and not being subject of any adult legal protection as defined in articles 425 et seq. of the Civil Code.

If the User does not fully agree with the T&C, he is not authorized to use the Website.

THE USER DECLARES HAVING READ THE PRESENT T&C IN THEIR ENTIRETY, FULLY AND UNCONDITIONALLY ACCEPTING OBLIGATIONS THEREOF. THE USE OF THE WEBSITE AND PURCHASE OF ITS PRODUCTS IMPLIES UNRESTRICTED ACCEPTANCE OF THE PRESENT T&C.

Any creation of an Account and / or purchase of a product on the Website constitutes an unreserved acceptance by the User of the T&C in force on the day of the order.

When using the Website and its services, it is strictly prohibited in particular to :

- Copy, modify or alter all or any part of the Website;
- Use the services in a way deemed unfair or insincere;
- Use the Website, whether partially or entirely, in a manner and / or for a purpose contrary to the laws and regulations in force;
- Collect personal or non- personal data in any form and for any purpose whatsoever;
- Infringe in any way whatsoever the rights of EASYPARAPHARMACIE, its Users or third parties;
- Make or utter comments or distribute in any form whatsoever content infringing the rights of others and in general any content contrary to the laws applicable in France;

- Contravene a legal or regulatory provision in force. The Website reserves a right to monitor User's compliance with the T&C at any time. Failure to comply with one or other of the provisions thereof automatically terminates the authorization to use the products and services offered, and may result in the Account's deletion.

Any infringement, lack of authorization, any reproduction or representation, modification, alteration, commercial use, whether partial or total, of the Website and its various elements is strictly prohibited and makes its author subject to legal proceedings.

These T&C do not confer to the User any right or authorization to reproduce, represent, modify, alter or use commercially all or part of the Website's elements or content.

3.PLACING AN ORDER

1.Account Creation

To place an order, the User must necessarily (1) have an Account, (2) expressly and fully accept the T&C using a checkbox at the moment of validating the payment method and (3) pay the price of the product ordered.

The creation of the Account requires prior registration by the User, providing certain mandatory and accurate information, in particular: last name, first name, e-mail and gender.

The number of Accounts per User is limited to ONE (1). The Website reserves the right to remove any duplicate or suspend any Account if the identity of its holder arises legitimate doubts.

The User undertakes to communicate only accurate, current and complete information. He guarantees its accuracy, sincerity and reliability at all times, from the moment of creating his Account and throughout its use. If he fails to do so, the User is solely responsible for the failure to update this information, in particular, in the event of an undelivered or incorrectly delivered order.

The User is solely responsible for the management and confidentiality of his authentication means (e-mail and password) which are personal and confidential. He alone bears the consequences resulting from a possible loss, disclosure, fraudulent or unlawful use of authentication means, the Website being in no way liable. The User undertakes to inform the Website without delay of any loss or eventual disclosure of his authentication means, proceeding immediately to the renewal of the above.

The Website reserves the right to suspend or block the User's access to the Account if the latter violates one or more of the T&C provisions or upon suspicion that his authentication means are compromised.

2.Terms of order

Any order implies acceptance of the price and description of the products available for sale.

The User undertakes to get familiar with the essential characteristics of the product (s) he wishes to order by consulting directly its description sheet, advice for use, composition, volume, price, any special deals, possible quantity limits (for more details - article 4) etc.

Delivery times and various carrier options and prices are indicated in the sections specially dedicated to this purpose: https://www.easypara.com/fast-delivery.html

As to the right of withdrawal and legal guarantees, all information is available on the website and in the T&C, consultable at any time, in order to guarantee the User’s exercising his rights.

Whilst navigating the Website, the User may at all times access his basket until the validation of his order, in order to modify or cancel it, check the price and quantity of the products ordered. By clicking "ORDER WITH OBLIGATION TO PAY" button, the User declares having validated his order’s (BASKET) content and accepts all the T&C by means of a checkbox.

Having confirmed the order’s content and clicked "ORDER WITH OBLIGATION TO PAY" button, the User makes a final validation and payment. It is only final once the price of the above is received in full.

The order’s summary will be sent to the User via a confirmation e-mail, to the e-mail address he/she initially provided.

3.Unavailability of Special Deals and/ or Products.

Special deals offered by EASYPARAPHARMACIE are valid as long as they are visible on the Website and while stocks last.

In the event of the product’s unavailability after placing the order, an email will be sent to the User informing him thereof and suggesting other option (s) (partial delivery or cancellation and refund).

In accordance with the articles L.216-2 and L.216-3 of the Consumer Code, if the product is unavailable for longer than thirty days from the moment of placing the order, the User is to require the EASYPARAPHARMACIE by signed and registered mail to make a delivery within a reasonable time. Otherwise, the User has an option of canceling the transaction and being reimbursed (the value of unavailable products affected by cancellation) within 14 days of request.

4.PROVISIONS RELATING TO THE PRODUCTS SOLD

The User undertakes to get familiar with the products marketed by EASYPARAPHARMACIE and their essential characteristics before placing and confirming the order. He therefore makes an order under his sole responsibility and according to his previously determined needs. He acknowledges having made a voluntary and arbitrary choice of the product (s) being the subject of his order.

In addition, the User alone is competent to judge if the products ordered are compatible with his occasional or regular use. EASYPARAPHARMACIE is happy to offer its Website Users an online sale of parapharmaceutical products, in particular, cosmetics, food supplements and other parapharmacy essentials.

Products sold by EASYPARAPHARMACIE are not drugs, and can in no way be considered or assimilated to such, whether with or without a medical prescription.

Some products, such as injectables, require handling by health professionals. In this case, the User is explicitly informed of it, strictly adhering to the user conditions stipulated in the product sheet.

PLEASE NOTE: The sale of La Roche Posay, Vichy, Sanoflore, Skinceuticals, Kérastase and Décléor products is limited to Website Users established or residing in the European Economic Area, Switzerland, the United Kingdom (including the Channel Islands). The number of La Roche Posay, Vichy, Sanoflore, Skinceuticals, Kérastase and Décléor products is limited to SIX (6) identical items per day, per order and / or per User. Any order and / or delivery for a quantity greater than six (6) will be refused. Product sales are reserved for private persons for an entirely personal use and consumption.

Sale of all Pierre Fabre Dermo Cosmetics ranges (A-derma, Avène, Ducray, Elancyl, Klorane, Galénic, René Furterer) is limited to the European Economic Area. Any sale made outside of the latter shall be immediately reimbursed: Germany, Austria, Belgium, Bulgaria, Cyprus (Greek part), Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Iceland, Liechtenstein, Norway.

Sale of Caudalie products is limited to website users established or residing in the European Economic Area or in the European Free Trade Association Area (Norway, Switzerland, Iceland and Liechtenstein). Sale of Caudalie products is limited to four (4) identical items per day, per order and / or per person. Any delivery request greater than this number will be refused and the supplier will be informed thereof. Sales of products are reserved for private persons for their personal use and consumption and for the authorized distributors.

5.PRICING

All products marketed on the Website are limited to the United Kingdom and other countries available for delivery.

Special deals only apply within the limit of their validity period and availability.

VAT included in the price corresponds to a currently applicable legal rate. Selling prices mentioned on the Website are indicated, by default, in Pounds Sterling, all taxes included (or euros, depending on your choice). The price displayed on the Website does not include delivery costs. Other additional costs potentially applicable to the User are specified prior to the contract's signature.

Delivery costs are calculated excluding discounts and / or promotional codes mentioned on the Website. For more information on shipping costs, **please click here.**

The Website reserves the right to modify selling prices at any time. The products, however, will be invoiced based on prices and conditions valid at the time of placing the order.

WARNING: Due to Brexit, we inform you that all the orders of 135£ excluding VAT or more can be subject to customs duties. In this case, the fees will be at your own expense.
There won't be any possibility of refund if the packages are refused by the buyer because of customs duties.

CUSTOMS FEES : In the event of an order made from a country other than mainland France, the User is considered to be an importer of the product (s) concerned. For all products shipped outside the European Union and DROM-COM, in particular, to the **United Kingdom**, **customs duties, other local taxes, import or state taxes may be payable**. These amounts due do not come under the jurisdiction or responsibility of EASYPARAPHARMACIE. They shall be the User's sole responsibility in terms of both declaration and payment to the competent authorities of the country concerned. When placing an order via the Website as an importer, the User declares having fully and previously acquainted himself with the rates and customs conditions specific to his country. In any case, EASYPARAPHARMACIE is inviting all its Users to seek relevant information directly with the local authorities, before placing any order on the Website. In the event of the package not being collected or refused by the User (failure to pay customs fees), at the User's request, the order will not be refunded.

6.PAYMENT

Payment is made at the time of order validation:

- (1) by credit card (CB, Visa, EuroCard, MasterCard,) via a secure SSL payment platform provided by the third-party certifier Hipay or Daleynis, where the User enters directly his bank details,
- (2) via Paypal*, Amazon pay
- (3) by bank transfer
- (4) Scalapay*

***Payment in instalments:** Payment in 3 or 4 instalments constitutes consumer credit provided directly to the Customer by the relevant payment partner, acting as the lender. EASYPARA is not the lender and is not involved in the credit approval decision. The Customer enters into a credit agreement with the relevant partner, separate from the sales contract with EASYPARA and governed by the partner's terms and conditions. The lender is responsible for providing the pre-contractual information, assessing the Customer's creditworthiness and informing them of their right of withdrawal. The availability of instalment payment options, the number of instalments and the applicable conditions may vary depending on the customer's country of residence, the country in which their account is registered, where applicable, and the provider's eligibility requirements.
Warning! Credit costs money and must be repaid.

For more details, please check : https://www.easypara.com/payment-methods.html

EASYPARAPHARMACIE does not take any cash or check payment.

Under no circumstances shall the Website have access to the User's bank details. The amounts paid cannot in any case be considered a deposit or down payment.

In case of credit card payment, the debit takes place at the time of order validation.

The User guarantees having all the necessary authorizations for the selected payment method's personal use and sufficient funds for the payment order.

EASYPARAPHARMACIE reserves the right to suspend or cancel any order and / or delivery, regardless of the nature and stage of its processing, in the event of non-payment of any sum due by the User or payment incident.

Beyond a certain order amount (around 120 Euros) and / or for all orders with express delivery (DHL etc.), supporting documents (identity card and / or proof of address of less than three months) may be requested (for the purpose of verifying identity and a compliant and regular delivery) to finalize the validation of the order and authorize the delivery. The above supporting documents will be automatically destroyed upon receipt of the package and / or upon final receipt of the order payment.

Property rights: the products remain full and entire property of the Company until full payment of the price by the User.

7.DELIVERY

Preparation and delivery may only be processed once the order is confirmed, payment made by the User and taken into account by EASYPARAPHARMACIE.

Delivery is deemed finalized once the product is made available to the User and materialized in the control system used by the carrier.

1.Delivery address

Products are delivered to the address indicated during the ordering process. **The Website shall not in any way be held responsible for an error made in the delivery address or failure to claim the package from a postal service or collection point within the time limits.**

In the event of the above, any second shipment of the package will be the customer’s sole responsibility. He undertakes to contact the Website Customer Service. If no instructions are given by the Customer, the Website will proceed with a prompt refund, provided that the package and the products have been returned in a perfect condition for resale. Costs incurred by EASYPARAPHARMACIE for the package return will be deducted from the refund.

EASYPARAPHARMACIE shall not be held responsible for any consequences incurred by a delivery delay from the moment of the carrier handling the package.

2.Delivery times

Order preparation times are two (2) working days. Shipping time must be added to that, depending on the delivery method chosen by the User and indicated on the "DELIVERY INFORMATION" page. Shipping time in the United Kingdom is from 48 hours to 8 working days, excluding exceptional situations (in particular the COVID-19 pandemic).

Delivery times are also mentioned in the order's summary. They are only opposable subject to a full order payment by the User.

- **For orders paid by bank transfer:**

On top of the above shipping times, reception and processing of the bank transfer must be added (two to five days on average). If the bank transfer is not processed within five (5) days of placing the order, the latter shall be automatically canceled.

3.Delivery costs and times/terms

Delivery costs vary according to the delivery method chosen by the User and are indicated inclusive of all taxes. The User is to choose the carrier and the delivery method at his discretion. He is solely responsible for his choice and must therefore make himself available for the package collection .

7.4.Delivery terms

The User is informed of the order shipment by e-mail, stating terms of real-time delivery monitoring.

If the User or the order's recipient is absent during delivery, the carrier shall leave a transit advice note (paper, SMS, email, voice message) giving a sufficient time to collect the package according to the terms indicated therein. EASYPARAPHARMACIE cannot be held responsible for the means of communication or collection points chosen by the carrier.

After this period, the order shall be returned to the Website. The User may, if he wishes, define the conditions for a second shipping. Processing (return parcel billed by the carrier) and shipping costs for the new delivery shall be at the User's sole responsibility.

Without compromising the time available to the Customer under his right of withdrawal, the latter shall check shipments upon their arrival and make any justifiable comments and complaints, or even refuse the package, if it appears opened or bearing obvious damage. These comments and complaints must be sent to the carrier by signed and registered mail within three working days of the order's delivery. An email copy must also be sent to the Website, accompanied by photographs and any evidence.

4.Risk Transfer

Upon the parcel's delivery, the risk of loss or compensation for the goods is transferred to the User.

5.Delivery Problems

In the event of the order's **partial delivery**, the User shall be informed of the above by e-mail.

In the event of failure to deliver, the User is invited to contact the Website for an investigation to be initiated. He shall be kept informed by e-mail of the responses provided by the Post Office or any other carrier in charge of transport (generally within 14 working days). If the package is found, it will be returned to the User. In the event of a loss declaration, the Website shall immediately proceed with the refund formalities corresponding to the lost package (products and shipping costs).

In the event of a **delay or failure to deliver** for more than seven days from the date indicated in the "ORDER FOLLOW-UP" section, provided that this delay is not due to a force majeure within the understanding of the French law or to an unforeseeable and insurmountable fact of a third party, the User has the right to cancel his order.

Within 14 working days following the cancellation request by the User, the Website shall request a refund from the bank or recur to whatever payment method was used.

In any event, if a delivery problem occurs, the User is encouraged to contact Customer Service for a resolution before taking any further steps.

The User shall contact the Website to organize a second package delivery. Re-shipment costs remain entirely at his expense. The User shall also pay import taxes and / or customs duties, invoiced by the carrier, to obtain a new delivery. In the absence of contact and payment by the User of the above costs within a period of 15 days from the refusal of the first delivery, the sale shall be canceled and the sums paid remain property of EASYPARAPHARAMACIE. No refund shall be due to the User.

In any case, a refusal or failure to withdraw the package by the User cannot be classed as a delay or failure to deliver. He shall be considered at fault and therefore responsible for processing the costs (costs of returning goods and eventual customs fees).

Article 8 – Unique identification numbers in the National Producers' Register

Pursuant to Article L.541-10-13 of the French Environmental Code, the following unique identification number(s) have been assigned to **Easyparapharmacie**:

Graphic paper and packaging: FR463180_01HCWJ

These identifiers confirm that **Easypara** has fulfilled its registration obligations with the National Producers' Register for each of these product categories.

9. RIGHT OF WITHDRAWAL

1.General Principle

In accordance with article L.221-18 of the French Consumer Code, **the User has a period of fourteen (14) days from the day of receipt to exercise his right of withdrawal, without having to justify his decision or bear other costs than those provided for in articles L.221-23 to L.221-25 of the above Code.**

To exercise his right of withdrawal, the User shall complete and send the online form "RIGHT OF WITHDRAWAL", or send his request directly (provided it is unambiguous and specifies the products concerned) by e- email : customerservice@easyparapharmacie.com or by post: EASYPARAPHARMACIE, 47 boulevard René CASSIN - 06200 NICE. The User can also use the interface directly available from their account.

If the right of withdrawal is exercised within the time limits and following the required forms, the User shall receive an e-mail confirming receipt of his request and indicating the procedure to be followed for the product (s) return. In any case, the User has fourteen (14) days to return the products covered by the right of withdrawal from his request date.

The User shall be refunded for the full amount paid - excluding return costs which remain his sole responsibility and additional costs related to the delivery method chosen.

The refund shall be made no later than fourteen days from the date of the User's withdrawal notice. This refund date may be postponed until the parcel's recovery or proof of shipment provided by the User, reference date being the first one of the two.

Failing a contrary request, the refund shall be made with the same means of payment the User recurred to at the moment of paying for the order.

2.Exceptions

In accordance with the provisions of article L.221-28 of the French Consumer Code, for reasons of hygiene and health protection, **all products unsealed by the user after delivery and relating to cosmetics and personal hygiene (make-up, cream, varnish, shower gel, shampoo, lipstick, all sealed cosmetic products etc.), as well as those requiring special storage conditions (in particular, probiotics etc.) are excluded from the right of withdrawal.**

In addition, the User shall be reminded that the right of withdrawal does not apply in the following cases:

- Past the expiration of legal deadlines;
- In the event of non-compliance with all legal recommendations;
- In the event of products having been unsealed;
- If they are not suitable for resale;
- If they show signs of use;
- Products not covered by the right of withdrawal, namely hygienic, perishable and those requiring special storage (such as in particular but not limited to medical / injectable / self-test devices). The User shall be informed of the above in the product Description Sheet, before the validation of his Order.

In the event of returned products' depreciation - under the exercise of withdrawal right - resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of the product (s), the Website may withhold a certain amount from the refund for the said depreciation.

In the event of excessive returns, EASYPARAPHARMACIE reserves the right to refuse any subsequent order.

10. LEGAL GUARANTEES

Products delivered by the Website comply with the regulations in force in France. They benefit, in accordance with the legal provisions in force, from the legal guarantee of conformity and the guarantee against hidden defects.

The provisions of this article do not prevent the User from benefiting from the right of withdrawal.

10.1. Guarantee of Conformity

The Website delivers goods that conform to the contract and to the criteria set out in Article L. 217-5 of the French Consumer Code. It is liable for defects of conformity existing at the time of delivery of the goods which appear within two (2) years of that delivery, in accordance with Article L. 217-3 of the same Code. It is also liable for defects of conformity resulting from the packaging, assembly instructions or installation where installation was contractually its responsibility or was carried out under its responsibility.

Goods are in conformity with the contract if they meet the characteristics agreed between the parties as well as the objective criteria defined in Article L. 217-5 of the French Consumer Code, in particular:

1° If they are fit for the purpose ordinarily expected of similar goods and, where applicable:

- If they correspond to the description given by the seller and possess the qualities that the seller presented to the buyer in the form of a sample or model;
- If they have the qualities that a buyer may legitimately expect having regard to public statements made by the seller, the producer or their representative, in particular in advertising or labelling;

2° Or if they have the characteristics defined by mutual agreement between the parties, or are fit for any special purpose sought by the buyer which was made known to the seller and which the seller accepted.

These objective criteria may only be departed from if the User has been specifically informed of the particular characteristic of the goods that departs from these criteria and has expressly and separately accepted it when concluding the contract, in accordance with Article L. 217-6 of the French Consumer Code.

In the event of a lack of conformity, the User shall choose between repair and replacement of the goods. The Website shall bring the goods into conformity at no cost to the User, within a period not exceeding thirty (30) days from the request and without major inconvenience to the User, in accordance with Articles L. 217-9 and L. 217-10 of the French Consumer Code.

The User may obtain a price reduction while keeping the goods, or termination of the contract with reimbursement of the price, under the conditions set out in Articles L. 217-14 and L. 217-15 of the French Consumer Code, in particular where the Website refuses to bring the goods into conformity, where this exceeds the thirty-day period, where it causes major inconvenience to the User, or where the lack of conformity persists. Termination is not available where the lack of conformity is minor.

The two-year guarantee period must not be confused with the limitation period for bringing a claim: in accordance with the last paragraph of Article L. 217-3 of the French Consumer Code and Articles 2224 et seq. of the French Civil Code, the User’s claim is time-barred five years from the day on which the User became aware of the lack of conformity.

The User is not required to prove that the defect existed at the time of delivery: defects of conformity which appear within twenty-four (24) months of delivery are, unless proven otherwise, presumed to have existed at that time, unless this presumption is incompatible with the nature of the goods or of the defect in question (Article L. 217-7 of the French Consumer Code).

The conformity guarantee applies independently of any commercial guarantee that may cover the product.

Any goods repaired under the legal guarantee of conformity benefit from a six (6) month extension of that guarantee. Where the User has chosen repair and the Website does not carry it out, bringing the goods into conformity by replacement gives rise to a new legal guarantee of conformity period attached to the replaced goods, running from their delivery (Article L. 217-13 of the French Consumer Code).

10.2. Guarantee Against Hidden Defects

Products sold by the Website benefit from the guarantee against hidden defects provided for in Articles 1641 to 1649 of the French Civil Code.

The Website is bound by the guarantee in respect of hidden defects in the item sold which render it unfit for its intended use, or which reduce that use to such an extent that the buyer would not have acquired it, or would only have paid a lower price for it, had the buyer been aware of them. Any action arising from such latent defects must be brought by the buyer within two years of discovering the defect. The User may decide to invoke the guarantee against hidden defects in the item sold within the meaning of Article 1641 of the French Civil Code. The User may choose between termination of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

10.3. How to Exercise These Guarantees

For any request concerning the legal guarantees, the User should contact the Website via the “CONTACT US” section or by telephone at 04.65.84.99.09 (call charged at local rate) during the opening hours indicated on the Website. In accordance with Article D. 211-1 of the French Consumer Code, the professional responsible for implementing the legal guarantees is: EASYPARAPHARMACIE, 47/49 boulevard René CASSIN – promenade Corniglion Molinier, 06200 NICE, telephone 04.65.84.99.09, email address serviceclient@easypara.com.

Products must be returned in the condition in which they were received, with all their components, in packaging suitable for safe transport. Shipping costs will be reimbursed on the basis of the price invoiced, and return costs will be reimbursed upon presentation of supporting documents.

PLEASE NOTE: the legal guarantees do not cover defects resulting from a modification, repair, integration or improper use of the product by the Customer, nor normal wear and tear. Nor do they cover apparent defects or products damaged during transport, which must exclusively be subject to the verification procedure provided for in Article 7.4 of these T&Cs. In the event of abusive returns, the company reserves the right to refuse any subsequent order.

10.4. European Harmonised Notice on the Legal Guarantee of Conformity

In accordance with Article 22a of Directive 2011/83/EU, as inserted by Directive (EU) 2024/825 of 28 February 2024, and Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025, applicable from 27 September 2026, the Website makes available to the User, prior to the conclusion of the contract, the European Union’s harmonised notice summarising the main elements of the legal guarantee of conformity. This notice is available: here.

It does not replace the provisions of this article, nor the box set out in the annex to these T&Cs.

10.5. Software Updates for Goods with Digital Elements

For goods with digital elements, in particular devices associated with a mobile application, the Website makes available to the User the period, communicated by the producer, during which software updates remain compatible with the functionality of the goods, in accordance with Article L. 111-6 of the French Consumer Code. This period is indicated on the product page of each relevant product.

11. RESPONSABILITY

Product sheets presented on the Website provide general information on nutrition, diet, health and sport-related subjects according to the knowledge available.

EASYPARAPHARMACIE is happy to offer its Users an online sales service of parapharmaceutical products, in particular, cosmetics, food supplements and other parapharmacy goods. **Products sold by EASYPARAPHARMACIE are not drugs, and can in no way be considered or assimilated to such, with or without medical prescription, nor as part of a medical advice or diet suggestion.**

It is the User's sole responsibility to adapt the products chosen, advice and information used in their description to his eating habits, allergies, intolerances, health conditions, nutritional needs, sports activities, lifestyle, physical and respiratory capacities, morphology and doctor's recommendations if applicable. The Website does not guarantee their suitability in terms of use and end result for the user.

Despite the care, seriousness and thoroughness brought to the selection and processing of its information, the Website declines all responsibility for errors or omissions potentially contained in the description sheets of the above products. The essential product characteristics are indicated in writing in its description. The photographs provided do not constitute a characteristic thereof, but are only intended for the client to get a visual idea of the product he is purchasing.

The Client acknowledges that the photographs of the products provided by the website have no contractual value, and that his consent is not influenced by the said photographs since they do not reflect the characteristics of the products sold. The Client is therefore informed and acknowledges that any difference in packaging between the product delivered and its photograph featured on the website is beyond the control of EASYPARA and cannot in any case constitute a defect of conformity

IN NO EVENT SHALL THE WEBSITE BE HELD RESPONSIBLE FOR ANY INTERPRETATION OR USE OF THE CONTENT, INFORMATION AND PRODUCTS AS SUCH, CONSEQUENCES THEREOF, OR UNSUITABILITY OF THE PRODUCTS ORDERED TO THE USER'S NEEDS.

THE USER GENERALLY ACKNOWLEDGES THE PRODUCTS' USE TO BE UNDER HIS SOLE CONTROL, MANAGEMENT AND RESPONSIBILITY.

IF IN DOUBT, THE USER IS RESPONSIBLE FOR CONSULTING PROFESSIONALS COMPETENT IN THE FIELD OF NUTRITION, HEALTH AND SPORT.

Under these T&C, EASYPARAPHARMACIE shall not be held responsible for the non-performance attributable to the act of a third party, even if foreseeable, to the User's fault, occurrence of a force majeure as defined by French courts or any other event which was reasonably not within the exclusive control of EASYPARAPHARMACIE.

THE WEBSITE DISCLAIMS RESPONSIBILITY FOR ANY CONSEQUENTIAL DAMAGES CAUSED BY ITS USE. SHOULD THE WEBSITE'S LIABILITY BE ESTABLISHED AND RETAINED DUE TO A DAMAGE SUFFERED BY THE CUSTOMER, EXCLUSIVELY AND DIRECTLY WITHIN THE ORDER PLACEMENT, IT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER. ANY CLAIM MADE BY A USER AGAINST EASYPARAPHARMACIE SHALL BE FORMULATED WITHIN TWELVE (12) MONTHS FOLLOWING THE OCCURRENCE OF THE EVENT HAVING ORIGINATED THE SAID CLAIM.

Use of the Website and its products implies User's knowledge and acceptance of particularities and limits relating to the Internet network, in particular, its reliability.

The User is informed that EASYPARAPHARMACIE may be required to temporarily interrupt access to the Website for technical reasons, in particular, maintenance. The User expressly accepts the above interruptions and waives any claim whatsoever in this context, regardless of their circumstances.

Under no circumstances shall the Website be held responsible for any network's problems, preventing a proper Website functioning, any deletion or loss of data, any consequence of a virus, bug, anomaly or computer failure, or generally any other damage caused to the computer or other equipment used by the Customer to access the Website - assuming this list is not at all exhaustive.

12. INTELLECTUAL PROPERTY

All texts, comments, illustrations, works, images, photographs, videos, description of products reproduced or represented on the Website are strictly under the copyright and subject of Intellectual Property (including industrial, literary and artistic property), with no exceptions. As such and in accordance with the Intellectual Property Code, private use thereof may be authorized under different, even more restrictive Code provisions. Any reproduction or representation of the Website and its elements listed above, whether total or partial, is strictly prohibited.

The company's denominations, brands and distinctive features and other features reproduced on the Website, their content and product descriptions, are protected by the trademark law. Any reproduction or representation of the Website and its elements listed above, whether total or partial, is strictly prohibited and must be subject to the prior written authorization given by the Website and / or the trademark holder.

The User namely is not allowed to perform :

- Permanent or temporary transfer of all or substantial (in terms of quality or quantity) part of the Website's content to another medium, by any means and in any form whatsoever;
- Public Reuse of a substantial part (in terms of quality or quantity) of the Website's content in any form whatsoever.

Redirection through a hypertext link to any other third-party website or page may only be done with the Website's authorization, provided there is no confusion in the User's mind as to the website's identity and source of information.

13. PERSONAL DATA

For full details on the processing and management of personal data, the User is invited to consult the Personal Data Processing Policy available at the following address: https://www.easypara.com/protection-of-personal-data.html

14. PROOF OF ACCEPTANCE

In accordance with Article 1368 of the French Civil Code, the parties intend to set, within the framework of services, rules of acceptable evidence in the event of a dispute and its probative value. The following provisions thus constitute proof of acceptance between the parties that undertake to comply with the latter.

The Website and the User accept that in the event of a dispute, the data originating from any computer, telephone, digital or e-mail recording or any element transmitted by the User constitute proof of acceptance of these General Terms and Conditions, and a proof of the materiality of services provided by the Website through remote means (internet, telephone, SMS, telephone inquiries, connection logs, etc.). The Parties irrevocably accept that in the event of a dispute, the scope of these documents, information and records is identical to that of a hand-signed paper original.

Contracts signed on the Website (data relating to order placement and the T&C in force on the date of the said order) are archived for a period of ten (10) years. The user may require access to the archived contracts by e-mail: service.client@easyparapharmacie.com or by post at the address indicated in the present header.

15. MISCELANEOUS

If one or more provisions of these T & Cs are held invalid or declared as such based on a law, regulation or a final decision of a competent court, other stipulations shall retain all their force and scope.

The fact that one of the Parties does not invoke with the other Party a breach of an obligation referred to in these T & Cs cannot be interpreted for the future as a waiver of the obligation in question.

16. APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions are governed by French law.

In the event of a dispute, the User may have recourse to a consumer mediator with a view to the amicable resolution of the dispute, in accordance with the provisions of Article L.612-1 of the French Consumer Code. After having written to the Website, the Consumer may refer any consumer dispute that has not been successfully resolved to the Mediation Service: FEVAD (Fédération du e-commerce et de la vente à distance), whose contact details are as follows: 60 Rue La Boétie – 75008 Paris – http://www.mediateurfevad.fr.

The User may, at any time, consult their rights by clicking on the following links: www.legifrance.fr and www.cnil.fr.

Any dispute relating to the validity, interpretation, performance or non-performance of these General Terms and Conditions of Sale shall fall within the jurisdiction of the courts having territorial jurisdiction under the rules of the French Code of Civil Procedure. The consumer User may bring proceedings, at their choice, before either one of these courts or the court of the place where they resided at the time the contract was concluded or where the harmful event occurred.

ANNEX – CONFORMITY GUARANTEE / HIDDEN DEFECTS LEGAL GUARANTEE

« Annex to Article D. 211-2 of the French Consumer Code »

The consumer has a period of two years from delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event a defect of conformity appears. During this period, the consumer is only required to establish the existence of the defect of conformity, not the date on which it appeared.

Where the contract for the sale of goods provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal guarantee applies to that digital content or digital service throughout the period of supply provided for. During this period, the consumer is only required to establish the existence of the defect of conformity affecting the digital content or digital service, not the date on which it appeared.

The legal guarantee of conformity requires the trader, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity entitles the consumer to have the goods repaired or replaced within thirty days of their request, at no cost and without major inconvenience to the consumer.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the original guarantee.

If the consumer requests repair of the goods but the seller insists on replacement instead, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract and obtain a full refund in exchange for returning the goods, if:

1° The trader refuses to repair or replace the goods;

2° The repair or replacement of the goods takes place after a period of thirty days;

3° The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer permanently bears the costs of taking back or removing the non-conforming goods, or bears the costs of installing the repaired or replacement goods;

4° The lack of conformity of the goods persists despite the seller’s unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious as to justify an immediate price reduction or termination of the contract. In that case, the consumer is not required to first request repair or replacement of the goods.

The consumer is not entitled to termination of the sale if the lack of conformity is minor.

Any period during which the goods are unavailable for repair or replacement suspends the guarantee that remained to run until the repaired goods are delivered.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who, in bad faith, obstructs the implementation of the legal guarantee of conformity is liable to a civil fine of up to €300,000, which may be increased to 10% of average annual turnover (Article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or a full refund in exchange for returning the goods.