
TERMS AND CONDITIONS OF SALE

1. About us and scope

Please read carefully the following terms and conditions of sales, (hereinafter the "Terms"), governing the use of Alex Simone website ("the Site") accessible at www.alex-simone.com. The Site is published by the Limited Liability Company Alex Simone Sarl, whose registered office is located at 1 rue Ténac, Le Roc fleuri, 98000 MONACO. Alex Simone Sarl is a limited company registered in Monaco under the number 15S06676 and under the VAT number FR 95000115781.

For any questions relating to the use of the Site, please use customer@alex-simone.com.

The site is hosted by OVH whose registered office is located at 2 rue Kellermann - 59100 Roubaix - France, available at the number +33 3 370 0425

The present Terms, govern the use of the website www.alex-simone.com/en offering branded fragrances and home scented products ("the Product(s)"), intended for delivery (hereinafter the "Territory"), except some countries that are not listed in the Delivery Policy

They are concluded between Alex Simone Sarl (hereinafter "Alex Simone" or "We" and "us" and "our" will be construed accordingly) individual person (hereinafter "the Customer") for a strictly personal use only. We reserve the right to limit the quantity ordered by a Customer.

Any order of a Product proposed on the Site implies the consultation and the express acceptance of the present Terms, but this acceptance is not conditioned by a handwritten signature on the part of the Customer. These Terms may be modified from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The applicable Terms are those that the Customer accepts when placing his order.

2. Product

Prior to order the Customer is invited to check carefully on the Site, all characteristics of the Product (s) he wishes to order.

The products offered for sale are described and presented with the greatest possible precision. The choice and the purchase of a Product are under its sole responsibility. Offers of purchase including promotional offers are valid as long as they are advertised on the Site

3. Price

The prices for Products sold on the Site are those in force on the day of the order. Prices are quoted in Euros (€) or in US Dollar (\$) including all value added taxes. In addition to the price of the products, the Customer may have to pay a delivery charge. The shipping costs will be indicated to the Customer before the registration of his order.

Prices for products are liable to change at any time, but changes will not affect contracts, which have come into force at the time of the registration of the order.

The Site contains a large number of products and it is always possible that some of the prices on the Site may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated.

4. Order and Process

After finalizing the purchases in the shopping cart, the Customer is invited to proceed to the checkout and to confirm his order after reading the summary of the order. If you are a new customer, you might then create an account with us and log in; if you are an existing customer, you must enter your login details.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors, you may correct those input errors before placing your order.

It is then asked to the Customer to indicate the delivery address and select his preferred method of delivery a.

The information concerning the transport costs will then be communicated to him just before the payment process.

The Customer will be transferred to the PayPal website, and PayPal will handle your payment. We will then send to the Customer an initial acknowledgement and once the payment has been confirmed and we have checked whether we are able to meet the order, we will either send to the customer an order confirmation or we will confirm by email that we are unable to meet the order.

All orders imply unrestricted or unconditional acceptance of these general conditions of sale.

The amount of each order is limited to a total of two thousand Euros (2000 €) per order. Furthermore, the Customer cannot order more than five (5) units of the same item.

The Customer formally accepts the use of electronic mail (e-mail) for the confirmation of its order and its contents. All orders are only available within the limit of the stocks of the Products on the day of the order. In case of unavailability of one or more Products after placing the order, the Customer will be notified by e-mail. The amount of the order will be recalculated. Only the amount of the available products will be debited from the Client's account.

The customer is also able to cancel his order by sending an email to customer@alex-simone.com. If the order has already been processed, the Customer will not be able to cancel it. On the other hand, he will have to refuse the parcel when receiving his order. Alex Simone reserves the right, however, to suspend or cancel any order from a Customer with whom there is a dispute relating to the payment of a previous order, or for any other legitimate reason relating in particular to the abnormal nature of the order, such as Suspicion of fraud.

We reserve the right to suspend, restrict or terminate your access to the Site at any time without notice if We have reasonable grounds to believe you have breached any of these restrictions. This shall not limit Our right to take any other action against you that We consider appropriate to defend Our rights or those of any other person

5. Payment

All orders are payable in Euros.

By placing an Order and making an offer to buy a Product, The Customer authorizes us to transmit information (including any updated information) or to obtain information about him from third parties from time to time and this may include verification checks involving his debit or credit card number or credit reports in order to authenticate his identity; to validate his credit card; to obtain an initial credit card authorization; to protect him and us from fraud; and to enable us to arrange delivery of the Order to his nominated delivery address.

In the context of the fight against Internet fraud, ordering information may be transmitted to any competent authority for verification.

Payment for all products must be made by online payment provided by our website, usually Paypal. Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

If you dispute any payment made to us you must contact us immediately and provide full details of your claim. If you submit an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of the charge-back:

- an amount equal to the amount of the charge-back;

- all third party expenses incurred by us in relation to the charge-back (include charges made by our or your bank or payment processor or card issuer).

Alex Simone reserves the right to suspend or cancel any order and / or delivery, regardless of its nature and level of performance, in the event of non-payment of any amount due by the Customer or in case of non-Payment incident.

The Customer confirms that the credit/debit card that is being used belongs to him. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your card refuses to authorize payment we will not accept your order and we will not be responsible for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

6. Delivery

The product(s) ordered will be delivered to the address indicated by the Customer, only in the countries listed in the "Delivery Policy" (excluding PO boxes). Delivery will take place within two (2) to seven (7) days from receipt of the order, depending on the delivery method chosen and no later than thirty (30) working days after the order date. However, if thirty (30) days after the presumed date of delivery, the Product(s) have not been delivered, the sale may be resolved at the request of the Customer, who may obtain a full refund of the sums already paid, to the exclusion of any indemnity or damages. The different delivery methods proposed are detailed in the section "Delivery Policy".

7. Reception and ownership

Alex Simone bears the risks associated with transport until delivery, which means until the physical delivery of the parcel to the specified recipient, defined when ordering or to its representative who accepts it. The Customer shall verify the goods on receipt in the presence of the carrier, and indicate in writing, if necessary on the transport voucher all the observed useful reserves (missing product, damaged package).

The Customer is invited to contact Customer Service by email to customer@alex-simone.com within fourteen (14) business days of receipt of the Products. Any complaint made beyond this period will not be considered.

The products sold on the Site comply with the Monegasque and French legislation in force and the standards applicable in the Monegasque, French and European Union territories.

The Customer shall benefit from the provisions of the legal guarantee of conformity and from the legal guarantee of hidden defects, which render the Product unsuitable for use.

In the event of a lack of conformity of the Product, in particular due to an anomaly or an error on the references delivered, the Customer can choose to return the product and obtain the refund. The costs of return will be reimbursed at the request of the Customer.

8. Cancellation and return

The Client has the right to return at his own expense, the Product(s) for refund without giving any reason, even if the Product is not defective, within fourteen (14) days from the date of reception. For any other reason, the Customer is invited to contact Customer Service by email to customer@alex-simone.com. The refund will be made through the PAYPAL platform, at the latest within thirty (30) days following the date on which the right is exercised (upon receipt of the returned order or proof of Shipping of returned product).

9. Instructions for returning products

The Customer may return the Product (s) according to the conditions defined above, but it is imperative to respect the following instructions:

- The return must be made without undue delay and in any event within fourteen (14) days following the date of receipt the Customer.
- The customer should not have used the Product(s). The Product (s) must be intact, in their original condition, and any tags, labels or protective packaging should not have been removed. They must not have been used.
- In the event of a depreciation of the Product resulting from handling, Alex Simone reserves the right to refuse the refund or exchange of the Product.
- No refund will be made if the Products returned by the Customer do not correspond to the Product (s) ordered or have a different origin than those delivered by Alex Simone.
- The Customer must apply for a free return voucher to Customer Service by email at customer@alex-simone.com. No return costs will be reimbursed to the Customer if the Customer has made the choice not to use the prepaid return voucher made available to him.
- Upon receipt of this voucher, the Customer must stick it on his return package. This free transport voucher must be used within 14 days of receipt.
- All returns are made to the following address: Alex Simone Parfums, Le Roc fleuri, 1 rue Ténao, 98000 MONACO.

10. Customer service

No exchange or claim will be eligible or taken into account for any Product purchased outside the Site. Similarly, no exchange or refund can be made by any authorized Alex Simone dealer for any Alex Simone branded products purchased on the Site.

Customer Service is able to answer all your questions from Monday to Friday from 9 am to 6 pm by email to customer@alex-simone.com. Or by using the dedicated form on the Site.

11. Limit of liability

The products sold on the Site are constantly improved and guaranteed in accordance with the regulations in force in Monaco and France and the standards applicable in the Monegasque, French and European Union territories.

Alex Simone cannot be held liable for non-fulfillment of contracts due to stock shortages, except for cases of special price offers not intended to lower stock levels, or in the event of product unavailability due to force majeure.

Alex Simone disclaims any responsibility for any interruption to the site, any incidences involving bugs, for any damage and consequence resulting from a fraudulent intrusion by a third party causing any change to the information made available on the Site, more generally, any direct or indirect damage, whatever the cause, origin, nature or consequences, including in particular any loss of profit, customers, data or any other loss of intangible goods that may occur as a result of the access by any person to the Site or the impossibility of accessing the Site or any credit accorded to any information directly or indirectly coming from it.

12. Intellectual property

In accordance with legislation governing the ownership of literary and artistic rights, or other similar rights, all intellectual property rights in the Products, the Site as a whole and its content, including but not limited to all copyright, this Site and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, sequences whether animated or not and with or without sound, graphics, etc., to be found in this site, together with their compilation, are the exclusive property of Alex Simone, as it does not grant any license or any entitlement other than that of consulting the Site.

Any use or reproduction, in whole or in part, of these elements is authorized exclusively for information purposes only for personal and private use, with any reproduction and any use of copies made for other purposes being expressly prohibited. Neither the Site (in whole or in part), nor its content or brands may be used, reproduced, duplicated, sold, resold, made accessible, modified or exploited in any other way, in whole or in part, for any purpose whatsoever, without prior, written authorization from Alex Simone. Any other use constitutes infringement.

In the case of the use of a "Share" function proposed on the Site in order to make someone discover an Alex Simone branded product, the user acknowledges and agrees that the shared content should be for personal use only, to the exclusion of any commercial use on websites or web pages and / or any other digital media for commercial purposes.

The creation of hypertext links to the Site can only be done with the prior written authorization of Alex Simone, which authorization can be revoked at any time.

The inclusion of a link to the Site does not imply any endorsement of the material contained in such websites nor any association with their operators on our part.

All sites with hypertext links to the Site are not under the control of Alex Simone and we therefore decline all responsibility (including editorial responsibility) for access and content to such sites. Alex Simone will not be party to any transaction or contract with a third party that a customer may enter into via such sites; and you agree that you will not involve us in any dispute between you and the third party.

Alex Simone is free to modify, at any time and without notice, the contents of the Site.

13. Personal information

In accordance with Monegasque law n ° 1.165 on the protection of personal information, the Customer has the right to access, change, correct and delete personal information concerning himself by contacting the customer service of Alex Simone by email to customer@alex-simone.com or by mail at the following address Alex Simone Parfums, Le Roc fleuri, 1 rue Ténao, 98000 MONACO.

The data collected will be processed for the purpose of sending out a newsletter and/or processing the Customer's order, unless otherwise objected to by the Customer. Alex Simone may appoint third party service providers to administer and/or operate certain functions or services on its behalf,

To find out more about the policy regarding the protection of personal data, the Client is invited to consult the page "Privacy Policy".

14. Applicable Law and dispute

By visiting the Site, the Customer agrees that the laws of Monaco, without regard to principles of conflicts of laws, will govern these Terms and Conditions and any dispute that may arise between the Customer and Alex Simone. Any dispute relating in any way to your visit to the Site or to any products sold shall be submitted to confidential arbitration in Monaco and you consent to exclusive jurisdiction and venue in any such court.
The language of the proceedings is French. In case of dispute arising from a purchase on the Site, an amicable solution will be sought.

Last Updated : January 2017