

MELLOW YELLOW General Conditions of Sale

1) PURPOSE AND IDENTIFICATION

This document ("General Conditions of Sale" or "GCS") defines the conditions applicable to sales concluded between, on the one hand, persons wishing to make a purchase via the MELLOW YELLOW website <https://www.mellowyellow.eu> website, hereinafter referred to as "the Customer", and MELLOW YELLOW, a simplified joint-stock company (*société par actions simplifiée*) with a capital of EUR 3,040,000.00 euros, whose registered office is located 90 rue de Rivoli – 75004 PARIS - FRANCE, registered in the Paris Trade and Companies Register under number 445 047 194, hereinafter referred to as "the Seller" or "MELLOW YELLOW".

Any sale implies the Customer's acceptance of these general terms and conditions against which they may not raise any derogation not previously and expressly accepted by the Seller.

2) DEFINITIONS

Customer: refers to the user, a natural person over the age of 16, legally capable of placing an order with the Seller on the Site as a consumer, for private and personal use only, and not for any commercial, competitive or other purpose that may be detrimental to the Seller.

Order: refers to the act by which the Customer purchases one or more Products via the Site by accepting, without reservation, all the terms and conditions of sale contained in the online order.

Store: refers to the MELLOW YELLOW physical points of sale located in mainland France and Corsica.

Product(s): refers to the products and/or services offered for sale on the Site.

Services: refers to all the services offered on the Site, including in particular after-sales customer services.

Site: refers to the Seller's website accessible in particular at the address <https://www.mellowyellow.eu>

User: refers to any person accessing and/or browsing the Site

Seller: refers to MELLOW YELLOW, a simplified joint-stock company (*société par actions simplifiée*) with a capital of EUR 3,040,000.00 euros, whose registered office is located at 90 rue de Rivoli – 75004 PARIS - FRANCE, registered with the Paris Trade and Companies Register under number 445 047 194.

3) ORDER PROCEDURE

3.1: The User may at any time consult, download in PDF format or print the current GCS, available on each page of the Site by clicking on the "General Conditions of Sale" tab. These GCS may be subject to change; the applicable conditions are those in force on the site <https://www.mellowyellow.eu> on the date the order is placed.

3.2 The Seller reserves the right not to fulfil a Customer's Order in the event of non-compliance by the Customer with the provisions of these General Conditions of Sale or with the applicable legislation, or in the event of an exorbitant and/or abnormal request. We inform you that for all orders over 400 euros we reserve the right to contact with the Customer to make your purchases as secure as possible.

3.3 The Products sold on the Site are offered for sale for delivery in mainland France only.

4) PRESENTATION OF PRODUCTS

All Products sold on the Site are accompanied by a description of their essential characteristics, which the User is invited to read carefully before placing an Order. MELLOW YELLOW makes every effort to ensure that the visuals of the Products (in particular the photographs and videos presenting the Products) are as accurate as possible. However, the visuals of the Products have no contractual value (in particular as regards the rendering of colours, materials, etc.).

5) ORDER PROCESS

5.1 PRODUCT AVAILABILITY: The Customer may place an order online from the Site by following the instructions. All orders imply acceptance of the prices and descriptions of the products available for sale. MELLOW YELLOW undertakes to only honour orders placed on the Site within the limits of available product stocks. If one or more ordered products are not available, MELLOW YELLOW undertakes to inform the Customer as quickly as possible. The Customer's order will then be automatically cancelled for the items in question and the corresponding amount refunded. They will therefore be reimbursed as soon as possible and at the latest within fourteen (14) days of payment of the sums paid.

5.2 The order can only be registered on the Site if the Customer provides certain accurate and up-to-date information about themselves. In particular, MELLOW YELLOW shall not be liable in the event of an Order not being validated, not being executed or not being executed properly due to missing or inaccurate information. If the Customer already has a customer account with the Seller, they can identify themselves by entering their login and password, which will automatically fill in their information. The Customer may check and modify this information at that time.

5.3 Any User wishing to place an order on the Site is not obliged to register prior to any purchase of Products or Services by creating a customer account.

The Customer must provide accurate and up-to-date information that is essential for the Seller to process and execute their requests.

5.4 CREATING A CUSTOMER ACCOUNT: For the creation of a customer account, the required information is marked with an asterisk. The other information requested, for which the answer is optional, is intended to get to know the Customer better and to improve the products and services offered. If the Customer fails to provide the required information, the Seller will not be able to process the Customer's requests or send the requested information. At the end of the account creation process, a confirmation email will be sent to the Customer's email box summarising the login credentials within seventy-two (72) hours from Monday to Friday (excluding public holidays). The registered Customer is the only one authorised to use their customer account with the login and password. This identification data is strictly personal and confidential and may not be communicated to third parties. To ensure the security of the Site, Customer passwords must be strong in accordance with our Privacy Policy. The Seller invites the Customer to change their password frequently. Mellow Yellow recommends that the Customer ensure that they change their passwords in the event that they have used the same password on other online sites or applications.

The Customer acknowledges that they are solely responsible for the use of their identification data by third parties. The Customer undertakes to inform the Seller without delay of any unauthorised use, loss or omission of identification data, by contacting Customer Services. The Customer undertakes to have only one account and not to let anyone else use it in their place. They undertake not to use someone else's account or to report any identity theft to customer service.

5.6 ORDER SUMMARY AND VALIDATION: After validating their information, the Customer is invited to check the details of their order as well as its total price (including taxes and delivery costs, if applicable) and correct any errors, before clicking to validate their order. The final validation of the order implies the final acceptance of the prices and the chosen Products appearing on the Site, as well as payment of the order amount. The Seller cannot be held responsible for any input errors and the resulting consequences.

5.7 ACCEPTANCE OF THE GCS: The Customer must read and accept these General Conditions of Sale, indicating their acceptance after reading them in full by ticking the corresponding box "By continuing my order, I confirm that I have read and accepted the General Conditions of Sale." with the possibility for the Customer to archive or print this document, as mentioned in Article 3.1

5.8 PAYMENT:

The Customer is then invited to choose a payment method.

- If the Customer wishes to make a cash payment:

The price is paid in cash, in full, on the day the order is placed by the Customer, by means of a secure payment. For more information on the security of your payments, please consult Article 13) **TRANSACTION SECURITY** of this document.

Payment for your purchases must be made using a credit card accepted by our banking partner. No other payment system will be accepted. The Customer's bank account will be debited upon confirmation of the order. In case of partial shipment or cancellation of the order, the unavailable item(s) will be debited and refunded directly to the bank account. In this case, the delivery costs will be deducted in full from the first shipment.

The Customer warrants that they are fully authorised to use the payment card provided for the payment of their order and that this card gives access to sufficient funds to cover all costs resulting from the use of the services offered on the Site.

5.9. ORDER CONFIRMATION: Within forty-eight (48) hours from Monday to Friday (excluding public holidays), the Customer will receive an electronic acknowledgement of receipt at their email address, which will summarise the essential elements of their order. The corresponding invoice will be available in the customer account. The contract of sale between the Customer and MELLOW YELLOW is formed upon final confirmation of the Order. MELLOW YELLOW reserves the right to cancel or refuse any Order from a Customer with whom there is a dispute over the payment of a previous Order.

5.10 - CONTACT: If they have any questions, the Customer can contact the Seller's Customer Service:

- By telephone on +33(0)9.69.32.70.77 (price of a local call from a landline), services open from Monday to Friday from 10am to 1pm and from 2pm to 5pm (excluding public holidays).

- By email: myeshop@mellowyellow.com and/or via our form on our website which you can consult at the following address: www.mellowyellow.eu/contact

5.11 RETENTION OF TITLE: Products remain the property of MELLOW YELLOW until full payment is received. In the event of failure to pay in full, the seller may automatically demand the return of the products. The costs incurred for this return will be charged to the Customer.

6) PRICES

All the prices of the products listed on the site are indicated in Euros, including taxes, excluding shipping and delivery costs (see Article 8 Delivery).

MELLOW YELLOW reserves the right to change its prices at any time without notice. Products are invoiced based on the prices applicable when the order is placed.

7) DELIVERY

Delivery means the transfer to the Customer of physical possession of the Product. MELLOW YELLOW reserves the right to choose the carrier.

Except in special cases or when one or more Products are unavailable, the Products ordered will be delivered in a single shipment. In the event of a delay in delivery of more than thirty (30) days, not due to a case of force majeure, the Customer may cancel their order by registered letter with acknowledgement of receipt within sixty (60) working days from the maximum date indicated for delivery, unless the shipment has taken place before receipt of the Customer's letter. The Customer will then be reimbursed for the full amount paid for the cancelled order.

The inability to deliver for reasons attributable to the Customer (failure to keep a delivery appointment, failure to collect a parcel after a delivery notice, etc.), will result in the Customer losing the contribution to the delivery costs. Return costs are also deducted from the item refund. If the Customer wishes to have a new delivery, the contribution to the delivery costs must be paid by the Customer beforehand.

8) RECEIPT OF PRODUCTS

Upon receipt of the Product(s), the Customer or the person they have designated to receive the package is obliged to check the condition of the packaging and the conformity of the Product at the time of receipt. They may therefore open the package before signing any transport document. In the event of hand delivery by a delivery person, the Customer must immediately inform the deliveryman of any reservations they may have about the condition of the Product and refuse to accept it. The Customer must confirm the reasons for their refusal in writing to customer service within 48 hours. In the event of delivery to a letterbox, the Customer must contact customer service by email within 3 days of receipt to notify the delivery person and customer service of their reservations, as well as the elements justifying a non-compliant delivery.

9) RIGHT OF WITHDRAWAL

In accordance with the provisions of Article L.221-18 of the French Consumer Code, the Customer has a period of 14 days to exercise their right of withdrawal without having to provide a reason. The period begins on the day the Customer or a third party

designated by them receives the order. If the 14 day period ends on a Saturday, Sunday or national holiday, it will be extended to the next business day.

To exercise their right of withdrawal, the Customer must notify MELLOW YELLOW of their decision to withdraw before the deadline expires:

- Either by using the withdrawal form on the last page of this document; or on the following clickable link: [Withdrawal form](#)
- Or by means of an unambiguous statement such as an email specifying the following: name, address, telephone number, order number, reference, type of article, price and quantity;
- Or by contacting Customer Service on +33(0)9.69.32.70.77 (standard rate call)

The Customer must return the product(s), at the latest within 14 days of the communication of their decision to withdraw, to the following address:

RETOUR SERVICE CLIENT WEB MELLOW YELLOW - Rue Saint Thomas - Accueil Entrepôt La Mine - ST PIERRE MONTLIMART – 49110 MONTREVAULT-SUR-EVRE – FRANCE.

The Customer must attach the completed return slip to the package. On a commercial basis, MELLOW YELLOW will bear the return cost, provided that the Customer has made a prior request for a return on the site via the online form, or to MELLOW YELLOW's customer service. The return must be made via Mondial Relay.

As proof, the Customer must keep the package deposit receipt that will be given to them.

If the right to withdraw is exercised, MELLOW YELLOW will refund the Customer the price of the item(s) in question.

In the event of a valid exercise of the right of withdrawal, reimbursement will be made within 14 days of receipt of the package. In all events, the refund cannot occur before MELLOW YELLOW has received the item(s) subject to the Customer's withdrawal or has been given proof that such items have been sent.

The refund will be made using the payment method of the returned order, unless the Customer agrees with MELLOW YELLOW on a different method.

The refund will not be possible if the item in question has suffered depreciation resulting from handling other than that necessary to establish its nature, its characteristics and or its conformity.

The right of withdrawal cannot be exercised for contracts:

- For the supply of goods made to the consumer's specifications or clearly personalised.

10) RETURN AND REFUND

11.1 RETURN DEADLINE

Time limit for returning an item Independently of the above-mentioned withdrawal period and the case of defective products, the Customer has a period of 30 clear days, reduced to 15 days during the legal sales periods for sale products, from the date of receipt of the goods to return the item(s) that do not suit them, subject to compliance with the conditions set out below.

11.2 RETURN CONDITIONS

Return via Global-e

To make a return, the Customer must complete the online form by going to the following link: [returns portal](#)
They can then proceed with the return with the carrier of their choice.

11.3 CONDITION OF PRODUCTS

Except for defective products, all returned products (shoes, original packaging, accessories, etc.) must be new, unused and in their original intact box without writing.

Upon receipt of the package, MELLOW YELLOW will judge the condition of the returned goods. No returns will be accepted and therefore no refunds will be made if the returned products have been visibly used or damaged by the Customer and this use or damage makes the product unfit for sale.

11.4 REIMBURSEMENT OF RETURNS

In the event of a return that complies with the conditions mentioned above, MELLOW YELLOW will reimburse the returned goods within 30 days of the return of the goods at the latest.

In the event of the return of one or more items subject to a promotional offer or sale, the amount of the refund will be that shown on the invoice.

11.5. REIMBURSEMENT OF SHIPPING COSTS

MELLOW YELLOW will reimburse the shipping costs incurred by the Customer if the order is returned in its entirety within 30 clear days from the date of receipt of the goods. This period will be reduced to 15 days during the legal sales periods for sale products.

11) LEGAL GUARANTEES

The products are covered by the legal guarantee of conformity (Article L 217-4 *et seq.* of the French Consumer Code) and the guarantee against hidden defects (Article 1641 *et seq.* of the French Civil Code).

All guarantees are void in cases of external damage or damage resulting from misuse, improper use, negligence or lack of maintenance by the Customer, as well as in cases of normal product wear and tear.

The seller is obliged to deliver goods which comply with the contract and is liable for any lack of conformity which may exist upon delivery (...).

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

Be fit for the purpose usually expected of similar goods and, where applicable: match the description given by the vendor and have the properties presented by it to the buyer in the form of a sample or model; have the properties a buyer may legitimately expect considering the public statements made by the vendor, the manufacturer or their representative, in particular through advertising or labelling;

Or have the characteristics defined by mutual agreement between the parties or be fit for any special purpose sought by the buyer, made known to the vendor, and accepted by the latter.

"The Customer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the Customer is only required to establish the existence of the lack of conformity and not the date of its appearance.

"The legal guarantee of conformity gives the Customer the right to the repair or replacement of the goods within thirty days of their request, free of charge and without any major inconvenience to him.

"If the goods are repaired under the legal guarantee of conformity, the Customer benefits from a six-month extension of the initial guarantee.

"If the Customer requests the repair of the good, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the good. "The Customer may obtain a reduction in the purchase price by retaining the goods or terminate the contract by obtaining a full refund against return of 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 a major inconvenience to the Customer, in particular when the Customer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods;

4° The non-conformity of the goods persists despite the seller's attempt to bring them into conformity, which has remained unsuccessful. "The Customer shall also be entitled to a reduction in the price of the goods or to terminate the contract where the lack of conformity is so serious as to justify a reduction of the price or immediate termination of the contract. The Customer is then not obliged to request repair or replacement of the goods beforehand. "The Customer is not entitled to cancel the sale if the lack of conformity is minor. "Any period of immobilisation of the goods for the purpose of repair or replacement shall suspend the warranty which was still running until the delivery of the repaired goods.

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

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

"The Customer also benefits from the legal guarantee against hidden defects in application of Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the goods are kept or to a full refund against the return of the goods. "

12) AFTER-SALES SERVICE

The Customer requesting the benefit of the legal guarantee of conformity or hidden defects must then return the item within the legal time limits:

To MELLOW YELLOW at the following address: MELLOW YELLOW, Service Clients Web, Route de Chaudron-en-Mauges, SAINT-PIERRE-MONTLIMART - 49111 MONTREVAULT-SUR-EVRE - FRANCE. Prior to this return, the Customer must contact Customer Service at the following email address: myeshop@mellowyellow.com or at +33(0)9 69 32 70 77. The Customer Service will send the Customer the procedure to follow.

For returns of defective or non-compliant products, after MELLOW YELLOW has determined that the product is defective or non-compliant, MELLOW YELLOW will refund the Customer for the price of the item(s) in question, the return shipping costs, and, if the entire order is returned, the shipping costs.

13) TRANSACTION SECURITY

Your bank details will be transmitted in encrypted form so that they cannot be read. They will be recorded directly on the secure payment server of our Payment Service Provider. This implies that no banking information concerning you is transmitted via the MELLOW YELLOW website. This excludes the possibility of fraud and hacking on our website <https://www.mellowyellow.eu> As part of the fight against fraud, we use the 3D Secure V2 payment on orders placed by CB, VISA and MASTER CARD.

3D Secure (also known as Verified by VISA) is a payment system that uses strong cardholder authentication to increase security when shopping online.

You can pay online with confidence by entering your credit card number, expiry date and the security code on the back of your card

in the spaces provided. At the time of payment, your bank verifies the identity of the cardholder before validating the transaction. You will be transferred to your bank's website where you will be asked to identify yourself. This procedure is specific to your bank, which may, for example, ask you to validate your transaction on your mobile phone, etc. MELLOW YELLOW does not have access to these details under any circumstances, and does not keep them on its servers. This is why you are asked for them again for each new transaction on our site.

In particular, the Customer is invited to ensure that the payment is secure by checking in the browser address bar that the address begins with "https".

After confirmation of this step, your payment is finalised and you will receive the order confirmation email.

14) INTELLECTUAL PROPERTY

The Site is the exclusive property of MELLOW YELLOW, which alone is entitled to use and exploit the intellectual property rights and personality rights attached thereto, in particular, trademarks, domain names, designs, copyrights and image rights, either because it directly owns these rights or by virtue of an assignment or licence to use them.

For more information, MELLOW YELLOW refers you to the page ["General Conditions of Use"](#) which you will find at the bottom of each page of the MELLOW YELLOW Site.

15) MANAGEMENT OF PERSONAL DATA AND COOKIES

MELLOW YELLOW has established a Data Protection policy to explain how your personal data is collected and processed. For all information concerning the protection of privacy and your personal data, MELLOW YELLOW refers you to the page ["Personal data protection policy"](#) which you will find at the bottom of each page of the MELLOW YELLOW Site.

When the User browses the Site and places an Order, the Site may place "cookies", very simple text files, on the computer or other medium used to connect to the Site. MELLOW YELLOW refers you to the ["Cookie policy"](#) page which you will find at the bottom of each page of the MELLOW YELLOW Site.

16) LIABILITY

For all stages of access to the site and the ordering process, delivery, customer service or subsequent services, the seller only has a best-efforts obligation. Furthermore, MELLOW YELLOW cannot be held liable if orders are not completed or if it is prevented from fulfilling any of its obligations due to a case of force majeure as defined by case law, and in particular in the event of a strike or bad weather preventing the delivery of orders.

For more information, MELLOW YELLOW refers you to the page ["General Conditions of Use"](#) which you will find at the bottom of each page of the MELLOW YELLOW Site.

17) SEVERABILITY AND NON-WAIVER

If one of the clauses of this contract were to be null and void due to a change in legislation, regulations or a court decision, this will in no way affect the validity of and compliance with these general conditions of sale.

The fact that MELLOW YELLOW does not exercise all or part of its rights with respect to a User under these GCS shall not constitute a waiver of their subsequent exercise.

18) TERM

These terms and conditions will apply throughout the duration of the online services offered by MELLOW YELLOW.

19) PROOF

The computerised records, securely stored in the computer systems of the B.B.L.compagny and its partners, will be considered as proof of the communications, orders and payments made between the parties.

20) APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by French law. In the event of a dispute, MELLOW YELLOW and the Customer will attempt to resolve it amicably.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, MELLOW YELLOW is a member of the E-commerce Ombudsman Service of the FEVAD (Federation of E-commerce and Distance Selling) of which the contact details are as follows: Médiateur de la consommation FEVAD - BP 20015 - 75362 PARIS CEDEX 8 – (which can be contacted via this link <http://www.mediateurfevad.fr>). After prior written request from the consumer to MELLOW YELLOW, the Ombudsman Service may be contacted for any consumer dispute which has not been settled.

The solution proposed by the Ombudsman is not binding on the parties, who remain free at any time to withdraw from the Mediation process.

For orders placed on the Site, you can also submit any complaints on the dispute resolution platform put online by the European Commission: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer your complaint to the relevant national ombudsmen.

Any dispute that cannot be settled amicably will be brought before the competent court.

21) CUSTOMER SERVICES

For any information or questions, MELLOW YELLOW's Customer Service can be contacted by telephone from Monday to Friday from 10:00 am to 1:00 pm and from 2:00 pm to 5:00 pm on +33(9) 69 32 70 77, via the contact form on the site <https://www.mellowyellow.eu> or by post to MELLOW YELLOW, Service Clients, Route de Chaudron-En-Mauges, SAINT-PIERRE-MONTLIMART - 49110 MONTREVAULT-SUR-EVRE – FRANCE.

22) WORK

23.1. TRIMAN

The Triman logo is the result of French Environmental Code regulations. The logo means that the recyclable product is subject to sorting instructions. It is placed on all consumer products that are collected by eco-organisations and of which the "recyclability" is guaranteed. For MELLOW YELLOW, this includes its packaging, as well as its footwear and textiles. You must therefore sort these items. The Triman may appear on products or on packaging, the instructions or any other medium, including electronic. In the near future, it will be accompanied by additional sorting information on our packaging and on our footwear and textiles.

23.2. ECO-ORGANISATIONS

- MELLOW YELLOW is registered under the UDI **FR216305_01RLCQ**, issued by ADEME and communicated by CITEO. This number guarantees that MELLOW YELLOW is registered with the eco-organisation and up to date with its eco-contributions, as required by law. This UDI is used to facilitate the monitoring and control of compliance with EPR (Extended Producer Responsibility) packaging obligations.
- MELLOW YELLOW is registered under the UDI **FR218688_11SNHP** issued by ADEME and communicated by Re fashion. This number guarantees that MELLOW YELLOW is registered with the eco-organisation and up to date with its eco-contributions, as required by law. This UDI is used to facilitate the monitoring and control of compliance with EPR (Extended Producer Responsibility) obligations for textiles, footwear and household.

23) OPPOSITION TO TELEPHONE CANVASSING

With regard to Article L. 223-2 of the French Consumer Code, the customer who does not wish to be the subject of commercial prospecting by telephone can register free of charge on a list of opposition to telephone canvassing electronically on the website bloctel.gouv.fr, or by post to the following address: Service Bloctel, 6 rue Nicolas Siret - 10000 TROYES.

WITHDRAWAL FORM

Please complete and return this form only if you wish to withdraw from your order.

To the attention of:
SAS B.B.L (Mellow Yellow)

RETOUR SERVICE CLIENT WEB MY

Rue Saint Thomas

Accueil Entrepôt La Mine

49110 ST PIERRE MONTLIMART

myeshop@mellowyellow.com

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the goods (*)/for the provision of the services (*) below:

Ordered on (*)/received on (*):

Name of the consumer/customer:

Customer number (optional):

Address of the consumer(s):

Date:

Signature of the consumer(s)
(Only if this form is notified on paper):

(*) Delete as appropriate.