

GENERAL TERMS AND CONDITIONS OF SALE OF THE PRODUCTS OFFERED ON THE MOULIN ROUGE WEBSITE

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Art.1 - Scope / Purpose

These general terms and conditions of sale (hereinafter the "**General Terms and Conditions of Sale**") apply to and govern, without limitation or restriction, all sales between Bal du Moulin Rouge SA, a company registered with the Paris Trade and Companies Register under the number B 552 046 120, located at 82, bld de Clichy, 75018 Paris - with EU VAT No.: FR 45 552 046 120, email: contact@moulinrougestore.com , Tel: 01.53.09.82.82 (hereinafter referred to as "**Bal du Moulin Rouge**" or "**the Seller**") and a non-professional buyer (hereinafter the "**Buyer**") wishing to acquire the products offered for sale by the Seller exclusively on its website www.moulinrougestore.com ("**the Website**"), an e-commerce site (accessible at www.moulinrougestore.com and from www.moulinrouge.fr, section "SHOP").

For the purposes of these General Terms and Conditions of Sale, it is agreed that the Buyer and Bal du Moulin Rouge shall be collectively referred to as the "**Parties**" and individually as a "**Party**".

The Buyer declares that he/she is over 18 years old and has full legal capacity or has been granted authorisation from their parental authority, guardian or trustee.

Any order of a product offered on the Website entails the express and unconditional acceptance of these General Terms and Conditions of Sale by the Buyer, who acknowledges having read them before confirming the order.

The Seller reserves the right to modify these General Terms and Conditions of Sale at any time. For each order, the Buyer must read the General Terms and Conditions of Sale carefully. The General Terms and Conditions of Sale applicable are those in effect on the date of validation of the order.

To the extent permitted by law, if there is any contradiction between the French version of the General Terms and Conditions of Sale and the English translation, the original French version will prevail.

Art.2 - Identification / Confirmation of orders / Formation of the Agreement

2.1 Identification data

To place an order, the Buyer must open a user account which involves entering a login consisting of a valid email address and choosing a password. In this case, the Buyer shall provide the Seller with accurate and reliable information and the Seller shall not incur liability in the event that the information provided proves to be incorrect or incomplete.

The Buyer is solely and entirely responsible for the use and confidentiality of his/her login and password and must ensure that only persons authorised by him/her have access to his/her account. As such, any use of the Buyer's account is deemed to be made by him/her or with his/her authorisation.

The Buyer shall promptly notify any security breach, particularly one related to the inadvertent communication or misuse of his/her login and/or password, so that appropriate measures can be taken to remedy this breach. In case of loss or misuse of the login and/or password, a procedure for granting new access codes will be implemented upon notification by the Buyer.

2.2 Confirmation of the order - Formation of the Agreement - Tracking of the order

The order is placed by clicking the "Order" button after having read and accepted these General Terms and Conditions of Sale by checking the box "*I have read and accept the General Terms and Conditions of Sale.*" Before clicking the "Order" button, the Buyer has the option to verify the details of his/her order and its total price, including shipping costs, and, if he/she so wishes, to modify his/her order.

If the Buyer wishes to validate his/her order, he/she must then click the "*Confirm*" button. This confirmation leads to the formation of the agreement (hereinafter "the Agreement") and the payment of the amounts due in execution of said order, of which the Buyer is informed by the words "*order with obligation to pay*".

The Buyer must make payment of his/her order which is made on-line either by bank card (the credit cards accepted are American Express, CB, MasterCard, VISA) or by PayPal, according to the terms and conditions provided in Article 8 - Payment - of these General Terms and Conditions of Sale.

An e-mail confirmation of the order is then sent to the Buyer, along with a printable or **downloadable** copy of the version of the General Terms and Conditions of Sale in force on the date of the order.

The Buyer may then track his/her order by logging in to his/her personal account on the Website using his/her login and password.

Bal du Moulin Rouge reserves the right to refuse any order or delivery in case of abnormal order, placed in bad faith or for any other legitimate reason and, in particular, in case of dispute with the Buyer, total non-payment or partial payment of a previous order by the Buyer, or refusal by the Customer's bank to authorise payment by credit card. Bal du Moulin Rouge may not, in any event, be held liable in this respect.

Art. 3 - Products - Pricing

3.1 Products

For each product sold on the Website, Bal du Moulin Rouge provides the Buyer with an online description which outlines the essential characteristics of the product according to the information provided by the product suppliers. The Buyer acknowledges having read of all the essential characteristics of the products sold through the Website prior to placing any order.

Despite the attention taken in drafting the description of the essential characteristics of the product, there is the possibility of error. In such a case, the Buyer is asked to inform Bal du Moulin Rouge which undertakes to proceed as quickly as possible to correct any error.

The images and colours of the products presented on the Website may not exactly reflect the actual colours of the products due to the Internet browser and the screen resolution used by the Buyer. Bal du Moulin Rouge cannot be held liable whatsoever in this respect.

3.2 Pricing

Prices are quoted in euros, excluding shipping charges, taking into account any discounts and including all taxes. The amount of VAT is that applicable on the date of the order.

The prices shown are guaranteed within the limits of available stock. Prices do not include shipping costs, which are charged extra and are specified to the Buyer prior to the final confirmation of his/her order.

For orders to countries other than mainland France, the Buyer is the importer of the products concerned. For all products shipped outside the European Union and the French overseas territories, the price shown on the invoice is ex-tax. Customs duties or other local taxes or import duties or state taxes may be payable. These customs duties and other taxes as well as their payment are the Buyer's sole and full responsibility, both in terms of declarations as well as payments to the competent authorities and bodies in the Buyer's country. Bal du Moulin Rouge is not obliged to inform the Buyer of such taxes or customs duties and it is up to the Buyer to inquire about these issues with local authorities in the country to which the product is shipped.

Bal du Moulin Rouge reserves the right to modify its prices at any time. The products are invoiced based on the rates in effect at the time of confirming the order. The products remain the property of Bal du Moulin Rouge until payment is made in full.

Art 4 - Availability of the products

Our product offers are valid for as long as they are shown as available on the Website and while stock is available. In the event a product is unavailable after confirmation of the order, Bal du Moulin Rouge shall inform the Buyer of this by email. The order will be cancelled and the bank debit will be credited back to the Buyer's account.

Art 5 - Delivery

5.1 - Time and place of delivery

The products shall be delivered to the delivery address specified by the Buyer when ordering, at the latest on the date indicated to the Buyer before confirming his/her order.

5.2 - Late delivery

In case of late delivery attributable to Bal du Moulin Rouge, the Seller shall send an email to the Buyer to indicate a new delivery time. However, in that case, the Buyer will be entitled to refuse any postponement of delivery and to cancel the order placed under the terms and according to the conditions provided for in Article L216 of the French Consumer Code. In this case, in accordance with Article L216 of the French Consumer Code, the Seller shall refund the total amount of the order paid by the Customer within 14 days of the date on which the Agreement has been terminated.

If the Buyer receives the products after termination of the Agreement, he/she must return the products in their original condition and packaging with all their accessories, instruction manuals and documentation within three (3) business days of their receipt, and the costs of returning them will then be refunded to the Buyer within three (3) business days from the day of receipt of the products in our warehouses at the following address: SARL ASAR/MOULIN ROUGE – ZA des Boulays – 6, rue de l'Artisanat – 49130 Sainte Gemmes sur Loire.

5.3 - Shipping fees

Shipping fees are not included in the price of the products and are the responsibility of the Buyer. The amount of shipping fees is shown on the Website prior to confirming the order and is paid at the same time as the products.

5.4 - Lost parcel

If within seven (7) business days following the dispatch of his/her order in France, and within ten (10) days of dispatch to any other country, the Buyer has not received his/her parcel nor delivery notification or any information, he/she must go to the nearest post office or to his/her shipping office with the parcel tracking number in hand, which is found in the confirmation email that was sent to him/her at the time of dispatching the parcels containing the products ordered.

If this attempt remains unsuccessful, the Buyer must promptly contact our Moulin Rouge Customer Service at the following address: contact@moulinrougestore.com.

Art. 6 - Right of cancellation and return

6.1. Statutory cancellation period

Subject to the exceptions to the right of cancellation provided for in Article L 221.18 of the French Consumer Code, the Buyer has the right to cancel his/her order within 14 days, without having to give reasons or bear any costs other than that related to returning the products.

The cancellation period shall expire fourteen (14) days after the date the Buyer or a third party other than the shipping company, appointed by the Buyer, takes physical possession of the product.

6.2. Terms for exercising the right of cancellation

Should the Buyer wish to exercise his/her right of cancellation, he/she must notify of his/her decision to cancel by means of the cancellation form attached in **Appendix 1** of these General Terms and Conditions of Sale.

Once the Buyer has notified his/her decision to cancel, then he/she must, at his/her expense, return the products which are the subject of the cancellation to the following address: SARL ASAR / MOULIN ROUGE - ZA des Boulays - 6, rue l'Artisanat - 49130 Sainte Gemmes sur Loire, without undue delay and no later than within fourteen (14) days following the acknowledgment of receipt by the Seller of his/her decision to cancel. The deadline shall be deemed to be met if the Buyer has returned the product before expiry of the period of fourteen (14) days.

The products subject to a cancellation must be returned by the Buyer in their original condition and packaging with all their accessories, user manuals and documentation, enabling them to be sold in new condition and, if possible, accompanied by a copy of the invoice in order to expedite the handling of their return. In case of depreciation of the product as a result of handling, other than that required to establish the nature, characteristics and functioning of the product, the Buyer may be held liable.

The costs of returning the products shall be borne by the Buyer. Therefore, it is up to him/her to keep all proof of this return. It is therefore advisable that the Buyer return the products by registered mail (Colissimo) or by any other means that enables providing proof of the return. These shipping receipts must include the following information: destination address, date of shipment and parcel number.

6.3. Cases in which the right of cancellation may not be exercised

According to current regulations, the right of cancellation may not be exercised in the cases provided in Article 221-28 of the French Consumer Code, in particular for the following products: audio recordings, video recordings or computer software that have been unsealed by the customer, goods liable to deteriorate or expire rapidly, goods which have been unsealed by the consumer after delivery and cannot be returned for hygiene or health protection reasons.

6.4. Conditions for refund of the price of the products subject of the cancellation

When the right of cancellation is exercised by the Buyer in accordance with the above conditions, Bal du Moulin Rouge shall refund the Buyer all amounts paid by the Buyer (including shipping fees), except for the costs of returning the products, which are the responsibility of the Buyer, without undue delay and no later than fourteen (14) days from the date on which the Seller is informed of the consumer's decision to cancel the order. The Seller shall issue the refund using the same method of payment as that used by the Buyer for the initial transaction, unless the Seller and the Buyer expressly agree to a different method.

However, the Seller may withhold the refund until the products have been returned or until the Buyer has provided proof of having shipped these products, the date used being whichever of these occurs first. The Seller will not be required to refund the Buyer any additional costs paid if the Buyer has expressly opted for a more expensive method of delivery than the standard method offered by the Seller on its Website.

In the case where the right of cancellation does not affect the entire order, only the price of the returned products shall be refunded by the Seller.

Art.7 -. Conformity of the products

Despite the care taken in preparing the orders, some products of an order may prove to be defective, missing or non-compliant.

Consequently, the Buyer must check the compliance of the products received.

In accordance with the law, the Seller, Bal du Moulin Rouge, located at 82, boulevard de Clichy - 75018 Paris, is held responsible for any lack of conformity of the products under the agreement, pursuant to the conditions of Article L 217-14 et seq. of the French Consumer Code, and for any hidden defects in the item sold, pursuant to Article 1641 et seq. of the French Civil Code.

When acting under the legal guarantee of conformity, the Buyer:

- has a period of two years from the delivery of the product to act;
- may choose between repair or replacement of the product, subject to the conditions of costs provided under Article L217-9 of the French consumer code;
- is exempt to provide proof of the existence of the lack of conformity of the product during the six months following delivery of the product. This period is extended to twenty-four months as from March 18th, 2016 except for second-hand goods.

The legal guarantee of conformity is applicable regardless of any commercial warranty that may be granted.

Under Article 1640 of the French Civil Code, the Buyer can decide to invoke the guarantee of hidden defects of the item sold and, in such case, he/she can choose between the cancellation of the sale or a reduction in the selling price, pursuant to Article 1644 of the French Civil Code.

When returning a product under the legal guarantees above, the product must be returned to the Seller in the condition in which the Buyer received it, along with all its accessories, user manuals, documentation and packaging.

The Buyer may contact the Seller's Customer Service either by phone at 01 53 09 13 87 or by mail, at the following address: Bal du Moulin Rouge, Online Store, 82, boulevard de Clichy - 75018 Paris.

The provisions of this Article shall not preclude the exercise by the Buyer of the right of cancellation provided for in Article 6 of these General Terms and Conditions of Sale.

Art. 8 -. Payment

The amount owed by the Buyer is indicated before confirmation of the order by the Buyer, and also on the order confirmation sent via e-mail by Bal du Moulin Rouge to the Buyer. The act of confirming the order entails the obligation on the Buyer's part to pay the prices and fees indicated as such.

Payment of the purchases is made:

- Either by credit card: Visa, MasterCard, American Express, other credit cards (Blue Ecard)
- Or by PayPal.

The order will be considered valid after approval of the bank payment is confirmed. In case of rejection by the bank, the payment will be rejected and the order will be cancelled automatically.

When the Buyer has validated his/her payment by credit card or PayPal, a confirmation email is sent to the Buyer at the email address indicated by him/her at the time of ordering. This confirmation includes all the information related to the order.

Bal du Moulin Rouge recommends that the Buyer keep this order confirmation email or print it out.

As soon as the Buyer confirms his/her payment by credit card or PayPal, the order is recorded and becomes irrevocable, subject to the cancellation period referred to in article 6 hereinabove. The order is registered on the computer records of Bal du Moulin Rouge, which are preserved on a reliable and durable medium, as proof of the contractual relationship between the parties.

Art. 9 - Refund

The refund of products in the cases referred to in Articles 4, 5, 6, 7 and 14 herein shall be carried out as soon as possible and no later than the deadlines specified in those articles, in accordance with the applicable laws. The refund is credited to the account used for payment of the order.

Art. 10 - Responsibility

It is up to the Buyer to check with local authorities about the specifics concerning taxes, declarations, and prohibitions, possibilities of importation or use of the products ordered. Bal du Moulin Rouge shall not be held liable in case of non-compliance with the regulations of the country where the products are delivered.

Art. 11. – Payment Security and Personal Data Protection

11.1 Payment Security

Bal du Moulin Rouge has entrusted its payment system to a company specialised in secure online payments, which guarantees total confidentiality of the Buyer's bank information, secured by SSL protocol which systematically controls the validity of access rights when the Buyer pays by credit card and encrypts all transactions in order to guarantee their confidentiality and traceability in accordance with the current regulations.

11.2 Personal Data Protection

Bal du Moulin Rouge collects personal data from the Buyer necessary to achieve the transaction, namely: last name, surname, postal address, email address, phone number and bank details (hereinafter "**Personal Data**") at the time when the Buyer opens an account or buys products offered on the Website. The Buyer is informed that the input fields marked with an asterisk are mandatory and are strictly necessary for processing the request to open an account or place an order. If the Buyer does not wish to enter information in these fields, Bal du Moulin Rouge will not be able to complete the transaction.

Bal du Moulin Rouge has recourse to subcontractors regarding the processing of the Buyers transactions, and therefore of bank details, as well as for statistical purposes (excepting for bank details).

Personal Data is processed for the following purposes:

- registration and administration of user accounts,
- management of transactions,
- performance of marketing and statistical studies in order to provide the most suitable offers,
- management of the quality of the services,
- commercial prospecting and management of commercial prospecting.

The processing of Personal Data is carried out in accordance with the national and European laws in force and notably the Regulation (EU) 2016/679 of the General Data Protection Regulation (hereinafter "GDPR") and is carried out in accordance with the procedures described in the [Privacy Policy](#).

The collection of data regarding the Buyer is also made via the use of Cookies and redirection buttons to the social medias.

Information regarding the use of cookies on the Buyer's hard drive, and the terms of use of redirection buttons on social networks from the Website are also included in the **Privacy Policy**.

In accordance with the French Data Protection Act of 6 January 1978 as amended, and in accordance with provisions of the GDPR Buyers shall at all times have the right to access, rectify, cancel, oppose personal data concerning them and limit the processing of their personal data, as described in the Privacy Policy.

To exercise this right and to obtain communication of the information, the User may simply send his/her request for such information to Bal du Moulin Rouge.

In order for Bal du Moulin Rouge to be able to honour the Buyer's request, the Buyer must send it the information necessary to formally identify him/her, including his/her name, address and email address, by email sent to the following address: contact@moulinrouge.com, or by ordinary mail sent to the following address:

Bal du Moulin Rouge
RGPD Service
82 Boulevard de Clichy
75018 Paris

WARNING: due to material and technical constraints, the processing times for requests from Buyers will inevitably be increased if the request is made by mail.

Art. 12. - Intellectual property

The Website and all of its components, including the associated trademarks and domain names, are protected by intellectual property rights under laws related to copyright, the protection of databases, and by any law in force in France and by any European or international treaty.

Bal du Moulin Rouge is the holder and user of all the copyrights, databases, trademarks, names, text, graphics, icons, images, videos, logos and sounds, and all other intellectual property rights relating to the Website, its content, and/or compilations of its content, and all computer records and other codes implemented on the Website (hereinafter the "**Intellectual Property Rights**").

Browsing the Website and use of its components by the Buyer when opening an account or purchasing products offered on the Website are made pursuant to the **General Terms and Conditions of Use**.

Accordingly, the Buyer is not authorised to appropriate, copy, modify, distribute, disseminate, use all or any part of the Website or other Intellectual Property Rights relating thereto, or use any logo, trademark, photographs or images reproduced on the Website.

The following shall constitute an offence and may result in civil and/or criminal prosecution against the Buyer acting in violation of these provisions:

- any copy, reproduction, representation, adaptation, alteration, modification, or unauthorized, complete or partial distribution of the Website and/or its components, by any means whatsoever, whether these are components belonging to Bal Moulin Rouge or to third parties;
- any repeated or systematic extraction or reuse - including for private purposes - of a substantial or insubstantial part of the elements from the databases used on the Website.

No document on the Website should be construed as granting any express or implied license to any of the Intellectual Property Rights.

However, the Buyer is expressly authorised to download, print and keep a copy of the contractual documentation relating to transactions made on the Website, for information purposes and to serve as proof, in strict compliance with the present **General Terms and Conditions of Sale**

The Buyer is also authorised to share his/her opinions on the content of the Website via social networks.

Art. 13. - Entire agreement

These Terms and Conditions of Sale and the order confirmation email sent to the Buyer form the Agreement and constitute the entire contractual relationship between the parties.

Art. 14. - Force Majeure

Under these General Terms and Conditions of Sale, an event of Force Majeure is considered as any event which is reasonably unforeseeable and unavoidable for the Seller or the Buyer, making it impossible to execute all or part of its contractual obligations.

Without this list being exhaustive, the following events will be considered as Force Majeure: natural disasters, earthquake, severe weather, flood, fire, shortage of raw materials, disruption or total or partial strike of the postal services and means of transport and/or communications in particular, power failure, embargo, introduction of a new law prohibiting the sale of the products or making their sale significantly more expensive, sabotage, intervention of civil or military authorities, acts of war, hostilities, terrorist acts or riots.

The Party affected by an event of Force Majeure shall not be considered as not fulfilling its obligations in the event that the performance of its obligations under the Agreement is hindered, prevented or delayed by an event of Force Majeure, and it shall not, in such case, be held liable for any reason whatsoever.

Beyond a period of one (1) month of interruption due to force majeure, Bal du Moulin Rouge will not be able to honour the order and shall reimburse the Buyer in such case.

Art. 15. - Applicable law – Mediation - Competent jurisdiction

The present General Conditions of Sale are subject to French law.

Without prejudice to the mandatory provisions applicable under the laws of the country of the Buyer pursuant to EU regulations or international conventions, and the use of a mediation procedure in the terms of these present conditions, all disputes of any kind between the Parties will be subject to the exclusive jurisdiction of the French courts.

In any event, the Parties will attempt to find an amicable solution to the dispute, prior to referral to the competent court.

The Buyer may have the possibility, before any legal action, to look for an amicable solution, notably with the mediation procedure as provided by the present article, the need to the help of a consumer association or any other council of his choice.

In case of dispute, the Buyer can go in priority to the Ticket Office of the Seller at the following number +33(0)1.53.09.82.82 (no over-rate number from a landline in metropolitan France), from Monday to Friday except on bank holidays or day off, from 9AM to 5PM, or by email at information@moulinrouge.fr or by post to Bal du Moulin Rouge, Ticket Office, 82 boulevard de Clichy, 75018 Paris.

In the event of a complaint failure from the Ticket Office of the Seller or in the absence of response of this service for two months, the Buyer can refer the dispute related to its order or to the present GTCS opposing him to the Seller at a mediator who will try, with complete independence and impartiality, to gather the Parties in order to conclude to an amicable solution. In this case, the Buyer could contact the referenced mediator on the website of the consumer mediation on the portal of the Ministry of the Economy and Finance www.economie.gouv.fr/mediation-conso, section “see the mediators’ list” for the sector “Theaters, shows, museum”, namely <http://www.mtv.travel/index.php?page=Accueil>.

It is reminded that the dispute could not be considered by the consumer mediator when:

- 1° The consumer cannot prove that he has intended, beforehand, to solve his dispute beside to the professional with a written complaint in the terms of the contract, where appropriate;
- 2° The request is obviously unfounded and excessive;
- 3° The dispute has been previously considered or is under consideration by a mediator or by a court;
- 4° The consumer made his request to the mediator within a time frame that extends beyond one year from the date of the written complaint beside the professional;
- 5° The dispute is not within his field of expertise.

The consumer is informed by the mediator, within three weeks from the date of receipt of his issue, of the rejection of his request of mediation.

To submit his request of mediation, the Buyer has a complaint form available on the website of the mediator.

The Parties to the contract remain free to accept or decline the mediation procedure along with, in case of a mediation procedure, accept or decline the solution provide by the mediator.

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Appendix 1 – How to use the cancellation form?

If some or all of your order does not suit you or if you simply have changed your mind, thank you to inform us of your intention to return the product by sending us the form below correctly and fully completed, to the following address:

By Postal:

Bal du Moulin Rouge
www.moulinrougestore.com – Service des Retours
82/86 Boulevard de Clichy
75018 PARIS

By email :

contact@moulinrougestore.com

Upon receipt of your mail, you will receive an acknowledgment of receipt and you will then have 14 additional days (in case your return is made beyond this time limit, our Return Department will have the right to refuse the parcel, which will be sent back to you) to return us your parcel in accordance to the following rules:

1. Choose a standard parcel from La Poste or reuse the box with which the product(s) arrived to you
2. Place the product(s) inside the parcel in its original packaging
3. Include in the parcel a copy of your invoice

Post your parcel at the current rate and send it to our Logistics Department: ASAR / MOULIN ROUGE – ZA des Boulays – 6, rue de l'Artisanat – 49130 SAINTE GEMMES SUR LOIRE

Upon receipt of the parcel in our warehouse, your refund will be incurred and you will receive an email with all the information relating to this transaction.

IMPORTANT INFORMATION

We remind you that the right of cancellation does not apply for audio, videos records, or computer software unsealed by the customer, goods likely to deteriorate or expire quickly, goods that have been unsealed by the consumer after delivery and cannot be returned for hygiene reasons or health protection.

CANCELLATION FORM

(Please complete and return this form only if you wish cancel the agreement)

To the attention of:

Bal du Moulin Rouge
www.moulinrougestore.com – Service des Retours
82/86 Bld. de Clichy
75018 Paris

I hereby notify you of my cancellation of the agreement covering the sale of the item indicated below:

- **Description of the product:** -----

- **Ordered on:** -----

- **Received on:** -----

- **Order number:** -----

- **Last name and first name:** -----

- **Address:** -----

- **Purchase amount:** -----

- **Date:** -----