

Terms and Conditions of Sale

Effective Date:

Preamble

Too Faced's website, accessible at the following address: www.toofaced.eu (the "Site"), is an e-commerce site accessible via the Internet to all Internet users. It is operated by the company ELCO SAS – Too Faced ("We", "Us" or "Our") whose contact details and legal entity name are accessible at any time:

Legal information

ELCO S.A.S – Too Faced

40/48 rue Cambon – 75001 Paris

Société par actions simplifiée (SAS)

Capital 3 465 930, 00 euros

702 038 464 R.C.S. Paris

VAT number FR917020368464

Customer Service E-mail: serviceclient@toofaced.com

Phone: 0186260430

Director of publication: Franck Besnard

Host: ELC Online – 40 West 23rd Street, New York, NY 10010, USA

1. General Provisions

1.1. The following terms and conditions of sale ("**Terms of Sale**") apply to the offer and sale of products through the Too Faced website in the European Economic Area ("**EEA**"), (the "**Site**").

1.2. To be eligible to purchase products on the Site customers must: (a) be at least 18 years old or, if minors, be duly authorized by their legal representative; (b) be consumers, meant as natural persons acting for purposes extraneous to their trade, business, craft and profession; and (c) hold a valid credit or debit card.

1.3. This contract shall be executed in the language of the country where your shipping address is and shall be governed by the laws of such country (the "**Country**"). You can check the list of countries and their corresponding applicable laws by [clicking here](#) Such laws are referred to as the "**Local Laws**" in these Terms of Sale.

1.4. Before placing an order of a product through the Site or the Customer Service Centre, customers will be required to expressly accept these Terms of Sale. Customers may save or print these Terms of Sale, which are also available at any time on the Site. These Terms of Sale may be modified at any time.

1.5. The Terms of Sale applicable to an order shall be the ones published on the Site at the time the customer places an order. Pursuant to applicable laws relating to e-signature, the placing of an order as detailed below shall be deemed electronic signing and evidence of the order and the amount due.

1.6. By ticking the respective boxes during the ordering or account registration processes on the Site, you acknowledge that you have read, understood, and accepted, without limitation or qualification, these Terms of Sale, as well as our Terms of Use and Privacy Policy

1.7. By clicking [here](#), you may print these Terms of Sale.

2. Products

2.1. Information on products is available on the Site and is provided in accordance with Local Laws.

2.2. We will take all reasonable professional care to ensure that all details, descriptions, images of products appearing on the Site are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that said details, descriptions, images of products are totally accurate, complete, reliable, current, or error-free.

2.3. The products described on the Site, and any samples thereof we may provide to the customer, are for personal use only. Customers may not sell or resell any of these products or samples thereof. We reserve the right, with or without notice, to cancel or reduce the quantity of any products or samples to be provided to the customer that may result in the violation of these Terms of Sale.

3. Prices

3.1. All prices indicated for products available via the Site are inclusive of VAT at the current rates and are expressed in local currency. Delivery charges are displayed to the customer prior to finalizing an order and shall be added to the price of the products and are indicated separately on the order form. For further information please also visit the Delivery section of the Site.

3.2. We regularly verify that all the prices displayed on the Site are correct, however, we cannot guarantee the absence of errors. In the event that an obvious error in the pricing of a product is detected, we will offer the customer the opportunity to purchase the product at the correct price or to cancel the order.

3.3. Prices may be modified at any time. Applicable prices shall be the ones published on the Site at the date of placing of an order by customer.

4. Placing an Order

4.1. The customer can navigate freely on the Site without being bound to placing an order. If the customer chooses to do so, the customer will be guided through the process of placing an order by a series of simple instructions on the Site or the Customer Service Centre.

- 4.2.** To place an order, the customer must type in the quantity of product he/she wishes to purchase (up to 8 (eight) of any single product) with a maximum purchase of 900 € (nine hundred Euros) per customer. In addition, we must also limit orders to no more than three (3) orders per customer per day. Customer can purchase up to fourteen (14) units in total per transaction.
- 4.3.** Customer may click “Add to bag” to place the product selected in the desired quantity in the “**Shopping Bag**”. Customer may decide to continue shopping for other products and add them to their Shopping Bag or proceed to checkout by clicking the “Proceed to Checkout” button. At any time during shopping customer may review the products in the Shopping Bag by clicking on “Proceed to Checkout” of each page. Customer may remove products from their Shopping Bag by clicking on “Remove” next to the chose product in the Shopping Bag”. If applicable in the Country, Customer may save a product as favorite, by clicking on “move to favorites” below the product name. The product will then be moved to customer’s favorites section in “My Account”. To access customer’s favorites from any computer, customer must register or sign in with his/her account.
- 4.4.** Customer must follow the onscreen instructions to proceed through the checkout process on the Site. The customer may always correct any errors in data he/she has entered, change the Shopping Bag contents, by adding or removing one or more products from the Shopping Bag, or cancel the entire order during checkout before sending his/her order. Before submitting an order on the Site, the customer will have an opportunity to review and edit all of the details for their order, including billing and shipping information, prior to confirming their purchase. In addition, the customer shall acknowledge and declare that he/she has read all the instructions provided during the checkout process and fully accepts these Terms of Sale, through a confirmation action on the Site (for example, by ticking a box). The customer places an order request for products via the Site by clicking on the “Place Order and Pay” button at the end of the order process.
- 4.5.** After an order has been submitted, a submission page will be displayed, and the customer will receive shortly an email confirming receipt of the order. In accordance with the provisions of Local Laws, the email confirming receipt of the order contains a summary of the Terms a Conditions, information on the essential characteristics of the purchased products, a detailed indication of the price and means of payment, information on delivery charges, information on the conditions and methods to exercise the right of withdrawal, the address to which complaints may be addressed, information on support services and on existing commercial warranties.
- 4.6.** If an order confirmation does not arrive within 24 hours after submission, customer may contact us at 0186260430 or at serviceclient@toofaced.com for assistance.
- 4.7.** If customers have any questions or concerns when placing an order or if they wish to enquire about a previously placed order, they may contact us at 0186260430 or via

email at the following address serviceclient@toofaced.com For fastest service, customers are invited to keep their order number available.

5. Gift-Wrap Service

5.1. We always take special care of orders. If this service is available in the Country, we will be happy to create a beautiful gift package. We will provide the Gift-Wrap Service upon payment by customers of the additional cost displayed on the Site.

5.2. If the customer wishes to have his/her order packaged as a gift, he/she must simply click on the "Gift Wrap" option during "Checkout". Customers may not currently include a gift message card with their personal greeting.

5.3. In case a "Gift Wrap" order request includes more than one product, we will create one gift package for all of them.

6. Offer Codes

6.1. If offer codes are applicable in the Country, to redeem an offer code, customers must enter their code into the "offer code" box during the checkout process on the website. Offer codes are case sensitive and should be entered exactly as they appear.

6.2. When an offer code is accepted, the offer will be displayed in the "Order Review".

6.3. One offer code may be used per order.

7. Payment Options

7.1. Customers may pay for the products by credit card. The following credit cards are accepted for payments:

- Visa
- MasterCard
- American Express
- PayPal

7.2. We do not accept credit cards with billing addresses outside of the EEA.

7.3. Customers will not be charged for any product until it is shipped.

7.4. For customer's security, customer's billing name and address must match that of the credit card used for payment. We reserve the right to cancel any order that does not match these criteria.

7.5. All credit card holders are subject to validation checks and authorization by the credit card issuer. If the issuer of customer's payment card refuses or does not, for any reason,

authorize payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery.

7.6. Your payment card will be charged the applicable purchase price at such time. By submitting your order on the Site, you expressly authorize us to perform such payment card authorization and, strictly for legitimate purposes and to the extent permitted under applicable regulations, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your payment card number, to authenticate your identity, to validate your payment card, to obtain a payment card authorization and to authorize individual purchase transactions.

8. Order Inquiries

8.1. Generally products are shipped within 2 to 5 working days. For any shipping information customers may contact us at 0186260430 or via email at the following address: serviceclient@toofaced.com

8.2. Customers can check the status of their most recent orders by visiting the Order Status page into the My Account area. This is the easiest and fastest way to get the most current information regarding customers' orders.

8.3. When the customer clicks on Order Status page, he/she will be prompted to log in with his/her email address and password. An order summary page will provide the customer with detailed information about his/her current and past orders. After an order is shipped, the relevant tracking number, if available, will be displayed. Customers can track the delivery status of the order with our courier by clicking on "Dispatched" under the Order Status header. Some carriers may not have tracking information available for up to 24 business hours after the order is shipped.

8.4. Occasionally, orders or parts of an order are cancelled by our system for various reasons. Some reasons are:

- Item(s) not available, although we take all professional care to ensure that unavailable items are clearly identified as such on the Site
- Impossibility in processing payment information
- Cannot deliver to address provided
- Duplicate order was placed
- Cancellation due to a customer request

8.5. If an order is cancelled, the customer will receive an email to explain the reason for the cancellation. Customers will not be charged for any cancelled orders. If the customer is interested in placing a new order or if the customer has any questions about a cancelled order, he/she may contact us at 0186260430 or via email at the following address serviceclient@toofaced.com

9. Delivery

9.1. Orders are processed and delivered on working days only (Monday through Friday, excluding bank holidays). Orders placed on Saturday and Sunday will be processed on the following working day.

9.2. We are unable to process orders to a P.O Box address.

9.3. Shipping charges shall be borne by the customer and are indicated separately on the order form and into the delivery note. There are no shipping charges for purchases over the amount we may display on the Site.

9.4. In accordance with Local Laws the products shall be delivered within 30 (thirty) days from the day following that of the order placement by the customer, unless we notify the customer, including by email, within the same term, of the ordered products being unavailable, including temporarily unavailable.

10. Right of Withdrawal

10.1. We are committed to offering customers the finest cosmetic products available. If the customer feels the products he/she received from us do not meet this expectation, pursuant to Local Laws the customer has the right to withdraw from the contract, without specifying any reason, within fourteen (14) working days of the date the products were received.

10.2. The withdrawal period is fourteen days from the date on which you or a third party you name and who is not the carrier has received the goods. For contracts covering the order of several goods that are to be delivered separately, the withdrawal period is fourteen days from the date on which you or a third party you name and who is not the carrier has received the last item of such order.

However, this right of withdrawal does not apply to products which have been personalized, except for defects in the products or incomplete or incorrect delivery. If a personalized product is delivered damaged or is defective, customers should immediately contact us at [0186260430](tel:0186260430) or e-mail us at serviceclient@toofaced.com

10.3. Notification of customer's intention to exercise the right of withdrawal can be done by emailing us at serviceclient@toofaced.com with customer's order details, including customer order number and the description of the products which are being returned. You may, but are not required to, use the sample withdrawal form attached in **Appendix I**. To comply with the withdrawal period, it is sufficient to provide your declaration informing us that you wish to exercise your right of withdrawal prior to the expiration date of the withdrawal period. Within the order packaging, the customer will find a dispatch note with details of the order together with details of our returns process. If the products listed on the

dispatch note do not match those contained in your delivery, the customer shall notify us immediately by calling 0186260430.

10.4. Our Customer Service will then issue the customer with an authorization number and an email confirmation. Customer is invited to retain a note of his/her authorization number for future reference with Customer Service with regards to this matter.

10.5. If the customer returns products for reasons other than defects in the products, or incomplete or incorrect delivery, he/she will be required to arrange and pay for the return of the products to us.

10.6. Upon exercising the right of withdrawal, we undertake to reimburse the customer the full price of the products within thirty (30) days of the date of receipt of the withdrawal, provided that they are shipped back unused and undamaged, as soon as possible and no later than 14 from the date of receipt of your withdrawal declaration, and that we receive proof of sending back prior to reimbursement. We may refuse reimbursement until we have received the resent goods or until you have provided proof that you have resent the goods, whichever occurs first. Refunds will only be made against the original credit card used. We will send to the customer a notification email once the reimbursement has been made.

10.7. It is strongly recommended that the parcel be sent by a recorded delivery service (one that requires a signature upon receipt).

10.8. The above provisions are only applicable to purchases made online. Products purchased at a store will be subject to the return policy of each store. Returns or exchanges for purchases made in a Too Faced store may not be returned or exchanged to Too Faced Online. Returns for purchases made online will not be accepted for return or exchange at a Too Faced store.

11. Lack of Conformity

11.1. In case of lack of conformity of products pursuant to Local Laws, the legal guarantees established by Local Laws will apply. The customer has the right to have the products brought into conformity free of charge by repair or replacement. In case of failure of one of the remedies above, the customer has the right to have an appropriate reduction made in the price of the products, or the contract cancelled. The customer waives these rights if it fails to notify us of the lack of conformity within reasonable time after the customer detected such lack of conformity. We shall be held liable where the lack of conformity becomes apparent within up to three (3) years, according to Local Laws, as from delivery of the products.

12. Applicable Law and Jurisdiction

12.1. These Terms of Sale are governed by and must be interpreted in accordance with Local Laws.

12.2. Any disputes arising from the interpretation, validity and/or execution of these Terms of Sale shall be subject to the mandatory jurisdiction of the competent court of the place of residence or domicile of the customer.

13. Contacts

13.1. For any information and support on products and methods of purchase through the Site the customer may contact us by email to serviceclient@toofaced.com or by post to the following address:

ELCO SAS – Too Faced
Nijverheidsstraat 11a
2260 Oevel
Belgium

14. Complaints

14.1. In case of complaint about your online purchase, you may contact us at:serviceclient@toofaced.com].

14.2. According to EU Regulation no.524/2013 on online dispute resolution for consumer disputes, you may also refer disputes through to the EU Commission’s online platform available at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

14.3. Likewise, you may refer disputes related to the sale of the Product to the following Alternative Dispute Resolution entity:

Please find below the list of countries concerned and our local entities acting as the seller, applicable Local Laws and the Alternative Dispute Resolution entities:

Your shipping address Country	Vendor	Applicable Local Laws	Alternative Dispute Resolution entity
France	ELCO SAS 40/48 Rue Cambon 5 th Floor 75001 Paris, France	Laws of France	ANM 62, Rue Tiquetonne PARIS Telephone : 0142338103 Website : http://www.anm-mediation.com/

**APPENDIX I
WITHDRAWAL FORM**

If you wish to withdraw from the contract, please fill in this form and return it to us.

To: ELCO SAS – Too Faced
Nijverheidsstraat 11a
2260 Oevel
Belgium

I hereby withdraw from the contract concluded by me for the purchase of the following goods (*provide the name and quantity of the product(s) returned*):

OR for the part exchange of the following goods (*provide the name and quantity of the product(s) exchanged*):

Ordered on: (*insert date*)

Received on: (*insert date*)

Name of consumer:

Address of consumer:

Signature of consumer (*only required for notification on paper*):

Date: