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**GENERAL TERMS OF SALE**

As part of its e-commerce business, LOUH offers on the website www.louhsaigoncom (hereafter, the "Site") products for sale exclusively to consumers, defined as any natural person acting for his personal use, excluding any commercial or professional activity.

These terms and conditions govern all relationships between LOUH Saigon and the user-customers (called the "Customer") of the Site, including the offer, ordering and delivery of products, and access to the Site and its use.

**Publisher of the Site**

LOUH Saigon

124 Dien Bien Phu, Da Kao Ward

HCMC, Vietnam

**customer service**

For more information, you can email our customer service at: contact@louhsaigon.com

**1. Use of the Site**

Access to and use of the Site includes the ability to download product information. Each Customer is the one and only person responsible for the use he makes of the data and information contained on the Site.

**2. Products and availability**

The products offered for sale are those offered on the Site.

The product information presented on the Site (texts, images, descriptions) is designed to be as accurate as possible. However, this information will not be able to enter the contractual field and therefore does not allow the customer to invoke differences between the representation of the product and the product. In particular, the images and colors of the products offered for sale on the Site are likely, despite all our precautions, not to correspond to the actual colors, under the effect for example, of the internet browser and/or the screen used. This is an inherent risk of e-commerce that cannot be held liable by LOUH Saigon.

The products are offered for sale as long as they are listed on the Site, within the limits of available stocks.

In the event of a stock outage, LOUH Saigon will notify the Customer as soon as possible by email and offer a similar item to replace the unavailable product. The Customer will be able to accept the proposed replacement, which will be worth changing their initial order, or request a refund of the unavailable product. Shipping costs will only be refunded if the unavailable product was the sole purpose of the order.

No compensation can be sought by the Customer in the event of a stock outage.

**3. Price**

Prices of the products marketed on the Site are shown in vnd, all taxes included, and do not include shipping costs.

LOUH Saigon reserves the right to update prices displayed at any time and without prior notification, especially but not exclusively in the event of a display error. In the event that an order has been placed at the wrong price, LOUH Saigon will notify the Customer by email and inform the customer of the correct price as soon as possible. From the day following this information, the Customer will have 14 days to notify LOUH Saigon of his decision to cancel his order or to re-elect it at the corrected price. If the customer does not respond within 14 days, the order will be cancelled.

**4. Order**

4.1. Creating a customer account

Ordering requires the creation of a customer account by providing the information specified in the registration form available on the Site, in particular an email address and password of the Customer's choice, necessary for identification on the Site, and certain personal data necessary for the billing and delivery of orders.

4.2. Order registration

To place an order, the Customer selects the product or products they want to purchase by clicking on the "Add to the Basket" tab. He then clicks on the tab allowing him to access his shopping cart which summarizes the selected products and is worth ordering. After validating their shopping cart, the Customer must identify himself (if he has not done so beforehand), choose the delivery and billing addresses, choose a delivery method, expressly accept these terms and conditions by checking the box provided for this purpose, select a payment method and finally proceed with the payment.

4.3. Order validation/payment

The payment is worth validating the order and expressly accepting all transactions made on the Site by the Customer.

Payments are made exclusively online, via PayPal or via a CB, Visa or Mastercard credit card via the proposed payment module.

No other payment methods are accepted on the Site.

4.4. Confirmation and order follow-up

All ordering follow-up will be done exclusively by email.

LOUH Saigon will confirm to the Customer by email that his order is accepted. Any sale will only be concluded after LOUH Saigon confirms the order to the Customer. The order is normally processed as soon as possible (except in cases of force majeure). LOUH Saigon reserves the right not to follow up on a Customer's order - for example in the event that there is a dispute over the payment of a previous order - and will inform the Customer as soon as possible following the knowledge of the order.

**5. Delivery**

LOUH Saigon does not deliver post boxes.

The Customer chooses the delivery address as part of the order registration process described above, whether it is their home or a third party's address. LOUH Saigon is not responsible for the possible consequences of the recipient's lack of knowledge of these terms and conditions in the event that it is not the Customer. In the event that the Customer has provided LOUH Saigon with incorrect contact information for the recipient of the delivery, LOUH Saigon cannot be held responsible for the impossibility in which it may find itself delivering the order.

Orders are shipped and delivered year-round Monday to Friday except on public holidays.

The delivery service is provided, at the customer's choice, by Colissimo, Chronopost or Relay Points.

Shipping costs vary depending on the choice of delivery method.

When the order is validated on the payment module, the shipping fee is automatically displayed. This amount is due by the Customer in addition to the selling price of the products purchased.

Depending on the mode of delivery chosen, delivery times are in principle 48 hours to five (5) working days for metropolitan France but may be longer. Only if it was not delivered within 30 days of the day after his order that the Customer will be able to notify LOUH Saigon by email at contact@louhsaigon.com,his decision tocancel his order. It is specified that the Customer will not be able to cancel his order if he has received delivery in the meantime or if the cause of the delay is attributable to him or is due to a case of force majeure. LOUH Saigon will refund the Customer within 14 days of the date the Customer has notified his decision to cancel his order.

At the time of delivery, it is up to the Customer to check the condition of the package and the compliance of the product. In the event of a default, the Customer must issue any reservations on the carrier's delivery slip.

**6. Claim**

If he is not satisfied with the products delivered, if he wishes to return the products, or if he has a comment to make regarding his purchases on the Site, the Customer is invited to contact LOUH Saigon by e-mail, at the following address: contact@louhsaigon.com by informing his order number and the reason for his request.

LOUH Saigon will endeavour to respond to any complaints or observations as soon as possible.

**7. Right of withdrawal**

The Customer has a period of fourteen (14) days from the day after the date of receipt of his order to notify LOUH Saigon of his intention to exercise his right of withdrawal by sending, by email to:contact@louhsaigon.com, the standard retraction form attached to the order confirmation email, or any other statement, unambiguous, expressing its willingness to retract.

The Customer is required to return the product or products within a maximum of fourteen (14) days from the day after the exercise of his right of withdrawal, to the shipping address:

In France:

LOUH Saigon

9 Pastor Street

59,840 LOMPRET

In Vietnam:

LOUH Saigon

112/5 NGUYEN VAN HUONG, Kim Son Compound

THAO DIEN

700,000 HO CHI MINH City

Products must be returned intact and complete without any trace of use (clothing, worn, washed or damaged, the original label attached to the garment) and in their original packaging. They must be accompanied by a copy of the order confirmation email, invoice or delivery voucher.

The cost of shipping and the risk of return remains at the Customer's expense.

LOUH Saigon will refund products for which the Customer exercises his right of withdrawal within fourteen (14) days from the day after the Customer exercises his right of withdrawal, as it is specified that LOUH Saigon may defer reimbursement until the product is recovered or until the consumer has provided proof of the shipment of these products.
Items purchased during promotional and sales periods will not be exchanged or refunded. They will be the place of a dues on the site of the amount of the item purchased.

LOUH Saigon has the power, despite the Client's exercise of his right of withdrawal, not to accept the return of the products when they have been altered in their essential or qualitative characteristics or have been damaged. Therefore, items returned incomplete, damaged or soiled, will not be taken back and, therefore, not reimbursed by LOUH Saigon.

LOUH Saigon will notify the Customer in writing, within fourteen (14) days from the day after receiving the returned products that have been the subject of the right of withdrawal.

**8. Exchange**

Without prejudice to the provisions concerning the exercise of the right of withdrawal, LOUH Saigon allows the Customer, outside of periods of promotions and balances, to request by email at the following address:  contact@louhsaigon.com, within fourteen (14) days from the date of receipt of his order, to make an exchange for another product of LOUH Saigon. The customer must specify the choice of the new product or products.

Customers must return the product or products they wish to exchange within a maximum of one (1) month from the day after receiving their order, to the shipping address:

In France:

LOUH Saigon

9 Pastor Street

59,840 LOMPRET

In Vietnam:

LOUH Saigon

112/5 NGUYEN VAN HUONG, Kim Son Compound

THAO DIEN

700,000 Ho Chi Minh City

Products that are required to be exchanged must be returned intact and complete without any trace of use (clothing, clothing, washed, or damaged, the original label attached to the garment) and in their original packaging. They must be accompanied by a copy of the order confirmation email, invoice or delivery voucher.

The cost of shipping and the risk of return remains at the Customer's expense.

LOUH Saigon will ship the replacement products as soon as possible from the recovery of the products that the Customer requests the exchange of

LOUH Saigon has the ability to refuse exchange when returned products have been altered in their essential or qualitative characteristics or have been damaged. Therefore, incomplete, damaged or soiled returned items will not be taken back and, therefore, will not be exchanged by LOUH Saigon LOUH Saigon will notify the Customer in writing, within fourteen (14) days from the day after receiving the returned products requested by the Customer.

If the price of the replacement products is higher than the price of the product or products whose exchange is requested, the exchange will be conditional on the Customer's payment of the price difference. If the price of the replacement product or products is less than the price of the product or products that are requested for exchange, LOUH Saigon will refund the customer the price difference.

**9. Guarantees**

The products sold on the Site benefit from the legal guarantee of compliance mentioned in articles L. 217-4 to L. 217-13 of the consumer code and that of the defects of the thing sold under the conditions provided for in articles 1641 to 1648 and 2232 of the civil code.

These guarantees do not cover:

- products damaged by the Customer and not because of a manufacturing defect;

- the imperfections inherent in handcrafted fabrics or handcrafted pieces (specified in the product sheet).

The product must be returned for inspection by LOUH Saigon in its original packaging and the original label has not been detached from the garment. The replacement of this product is only possible if the Customer has complied with the user guides. LOUH Saigon will replace any product showing a manufacturing defect, unless stock runs out in which case LOUH Saigon, unable to replace the product, will proceed with the reimbursement of the Customer.

LOUH Saigon's liability is systematically limited to the value of the product in question, on its sale date.

**10. Responsibility**

LOUH Saigon will not be held responsible for any delay or failure to carry out its obligations (delivery, etc.) when they are due to:

- a fault or omission of the customer (e.g., a wrong address informed);

- a stock outage or product unavailability;

- a case of force majeure or events independent of the will of LOUH Saigon preventing delivery, such as natural disasters, bad weather, fire, explosions, floods, problems with third parties (suppliers, carrier, Internet services, etc.), strikes, accidents, wars, riots, in case of inability to supply the delivery address or mandatory stopover address for the carrier.

LOUH Saigon has taken all necessary precautions to assure its Customers that the items contained on the Site are correct and do not contain incorrect or unre-updated information. LOUH Saigon, however, cannot be held responsible in the event of simple errors or omissions that could have persisted despite all the precautions taken in the presentation of the products on the Site.

LOUH Saigon does everything possible to ensure that customers have continuous access to the Site. However, LOUH Saigon cannot guarantee that the Site will operate continuously, without interruptions or errors or malfunctions due for example to the Internet connection, a computer outage or hack or the need to update or maintain the Site.

In any event, LOUH Saigon will have its liability limited to the amount of the order.

**11. Privacy (preservation and archiving of transactions), protection of personal data, confidentiality, security**

When the Customer orders on the Site, LOUH Saigon collects the following personal data: the Customer's name, postal address, email address and telephone number.

LOUH Saigon uses the Customer's personal data to:

- processing, delivering and managing the payment of your order: it is necessary to collect information for the sale remotely, this information being essential for processing and routing orders as well as in the preparation of invoices. If the Customer does not disclose his personal data, the order is not validly placed;

- better understand the market, the needs in terms of products and services, better manage the offers by analyzing and processing the data in its possession (parex , statistical studies of site visits in order to improve the content, services and products offered);

- send information about its products or promotions to the Customer;

- possibly contact the customer if a problem arises with his order.

Depending on the customer's data, LOUH Saigon will contact him occasionally by email, mail or phone.

LOUH Saigon is committed to ensuring that the confidentiality of personal data transmitted by the Customer is respected and uses this personal data only within a legal framework.

The Site was the subject of a declaration to the National Commission for Information Technology and Freedoms (CNIL) which issued receipt 1393490.

The Customer has the right to access, modify, correct and delete the data that concerns him. To practice this, the Customer can contact LOUH Saigon by email at:  contact@louhsaigon.com

LOUH Saigon will take the necessary steps to modify or delete the Customer's data from its database.

Personal data is stored in LOUH Saigon's computer databases and will eventually be used by LOUH Saigon as described above.

LOUH Saigon is and will remain the sole owner of the Personal Data of the Client collected on its Site and will not sell, rent or disclose this data to a third party with no direct connection to the activity of LOUH Saigon, except if LOUH Saigon were to be legally obliged to do so. LOUH Saigon, on the other hand, will communicate the Customer's data to its subcontractors acting on its behalf, such as secure internet delivery or payment services. These third parties will only use the personal data of the Customers on instructions from LOUH Saigon in the context of concrete deliveries or orders, and will not be allowed to use it on their own behalf or to pass it on to other parties.

LOUH Saigon will use the Client's personal data as part of the policy described here. By registering on the Site, the Customer agrees that his personal data will be used by LOUH Saigon in accordance with this policy. In the event that a change in this policy is to take place, LOUH Saigon will post the changes in these terms and conditions.

If LOUH Saigon wishes to use the Customer's personal data other than described below, LOUH Saigon will notify the Customer to sign his prior agreement and write on the extension of the use of such data.

**12. Intellectual property**

The domain name [www.louhsaigon.com,](http://www.louhsaigon.com)brand, logo, design, text, graphics, photographs, page variation and all other elements used to create the Site are the exclusive property of LOUH Saigon or its suppliers.

LOUH Saigon does not grant any licenses on these items, nor any right other than to view the Site.

Any reproduction, in full or partial, in any form, of items on the Site is systematically subject to the written and express prior authorization of LOUH Saigon. LouH Saigon therefore reserves the exclusive right to prohibit or authorize the reproduction of the Site and its contents, whether direct or indirect, temporary or permanent, in any mode or form, total or partial. All reproductions must have a lawful purpose and respect the intellectual property rights of LOUH Saigon and the authors of the works contained on its Site.

Models of all items offered by LOUH Saigon are deposited and protected.

**13. Links**

The Site may contain hyperlinks ("Links") to other websites, whether they are related to LOUH Saigon or not, and vice versa. LOUH Saigon cannot be held responsible for the content, terms of use or sale specific to these other sites, for example in view of the privacy or the policy regarding the processing of personal data on these other sites. It is up to the Customer to find out about the terms of use and sale specific to each site. These terms and conditions apply only to the website [www.louhsaigon.com](http://www.louhsaigon.com)

Therefore, it is not for the Customer to see, in the activation of the Links present on the Site, a recommendation or advice from LOUH Saigon regarding access and navigation on these third-party websites, nor any guarantee regarding their content, services or goods offered by them.

Anyone wishing to activate Links to the home page or other web pages mentioned on the Site is asked to contact LOUH Saigon at the following email address  contact@louhsaigon.com. The activation of a hyperlink related to the Site requires the prior and written approval of LOUH Saigon. All Link activations are granted by LOUH Saigon free of charge, temporary and without exclusivity. It can be withdrawn at any time by LOUH Saigon who will inform the applicant in writing.

LOUH Saigon has the right to object to the activation of Links to its Site or to terminate such activation when the applicant, who wishes to activate a Link to the Site, has in the past adopted or adopts unfair or non-compliant business practices or unfair competition actions against LOUH Saigon or its suppliers or actions discrediting LOUH Saigon.

In any case, the activation of deep hyperlinks (such as deep frames or deep links) to the Site or the unauthorized use of metatags, is prohibited without prior consent and written by LOUH Saigon.

**14. Changes and updates**

These terms and conditions may be amended at any time, in other respect of possible normative changes. The amended terms and conditions will apply as soon as it is published on the Site.

**15. Applicable law / Litigation**

The Site, its content, and any relationship between a Client and LOUH Saigon are exclusively subject to French law.

In the event of a dispute, the Client will first contact LOUH Saigon, under the terms of Article 6 of these terms and conditions, in order to reach an amicable solution

In the absence of an agreement between the Customer and LOUH Saigon, the Client has the possibility of using a consumer mediator under the conditions provided under title I of Book VI of the consumer code.

**1.12 Customer Services**

(link in the reinsurance part of the footer)

**1.12.1 Secure Payment**

LOUH Saigon offers a fully secure credit card payment.

Your bank details are encrypted and protected by the SSL security system.

Your bank details do not circulate in plain sight on the web and remain on the bank's secure website.

**1.12.2 Deliveries and returns**

1.12.2.1 1 - Delivery by mail in FRANCE

The parcel is sent to the address indicated by the customer, when the validation of his order by the services of the post office or Chronopost.

Colissimo delivery (with signature)

DelayThe Colissimo delivery from La Poste allows to be delivered in 2 to 5 days off weekend in metropolitan France and Corsica from Monday to Saturday, between 8am and 7pm. Delivery trackingThe day after your order is shipped, you will be able to track your parcel on the www.colissimo.fr website using the number of your parcel that was sent to you by email during its shipment or thanks to the link present in the follow-up of your order on your ACCOUNT LOUH Saigon. If you are absent, a notice of passage will be left by La Poste, to allow you to pick up your parcel upon presentation of an ID at your nearest post office. PriceThis delivery is at the one-time price of 7 euros for any order.

Chronopost delivery

DelayThe Chronopost delivery allows to be delivered in 24 to 48 hours off weekend in metropolitan France and Corsica from Monday to Friday, between 7am and 1pm. Delivery trackingFrom Chronopost's handling of your parcel, you will be able to track your parcel on the [www.chronopost.fr](http://www.chronopost.fr/) website using the number of your parcel that was sent to you by email during its shipment or through the link present in the follow-up of your order on your LOUH Saigonaccount. If you are absent, a notice of passage will be left to you by Chronopost, in order to allow you to pick up your package on presentation of an ID at the nearest point of withdrawal. PriceThis delivery is at the one-time price of 10 euros for any order.

Relay point delivery

Thecostis unique at 5 euros for any order.

**Deadline**
Thanks to this delivery, you can be delivered between 5 to 7 days off weekend in metropolitan France and Corsica in the relay point you choose.

With more than 4,200 Relay Points spread across France, find the point closest to you or your workplace.

Depending on the opening hours specified in the order and on presentation of your ID, you will be able to pick up your package, which will remain available for 14 days.

**Delivery Tracking**
At any time, you can track the delivery of your parcel in real time from pick-up to delivery accessible from the Chronopost website.

1.12.2.2 2 - Delivery to VIETNAM

Ho Chi Minh

1/ *Delivery can be made by GRAB.*

Delay between 0-2 working days excluding weekends and holidays.

Single price of 60,000 vnd.

2/ *Mailing: VIETNAM POST.*

Deadline 1-2 days excluding weekends and holidays.

One-time price of 30,000 vnd

3/ *Relay Point*

Available during the day for orders up to 5.00 pm

No delivery costs

Other cities in Vietnam

2/ *Mailing: VIETNAM POST.*

Time 2-3 days off weekends and holidays.

Single price of 30,000 vnd.

**1.12.2.3 Returns**

If you change your mind, you have 14 days from the business day after receiving the order to inform LOUH Saigon and return it to us in its original state and with its original labeling and at your expense if you opt for a mailing.

COVID-19: Return times are extended to allow you to return your parcels safely.

You will need to send the package to:

France

LOUH Saigon

9 Pastor Street

59,840 LOMPRET

Viet Nam

LOUH Saigon

112/5 Nguyen Van Huong

Kim Son Compound

Thao Dien

700,000 Ho Chi Minh