

Le Meurice

CÉDRIC GROLET

LEGAL NOTICES AND GENERAL TERMS AND CONDITIONS OF SALE LA PÂTISSERIE DU MEURICE PAR CÉDRIC GROLET

La Pâtisserie du Meurice par Cédric Grolet, is an entity of Le Meurice & SPA, a company incorporated under Italian law with a share capital of €24,800,000, whose registered office is at 228 rue de Rivoli, 75001 Paris, registered with the Paris Trade and Companies Register under number B 345 034 904 - intra-community VAT FR70345034904.

You can contact us from Monday to Friday from 9am to 6pm at +33 (0)1 44 58 10 10 or by fax at +33 (0)1 44 58 10 15 or by email: standard.LMP@dorchestercollection.com

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to all sales made by La Pâtisserie du Meurice par Cédric Grolet to buyers, natural persons of full age or legal entities, consumers or non-professional buyers, hereinafter “Customers” wishing to buy products offered for sale by La Pâtisserie du Meurice par Cédric Grolet in its shop. In particular, they specify the conditions for ordering, paying for, delivering and managing any returns of products ordered by Customers. The products offered for sale by La Pâtisserie du Meurice par Cédric Grolet are foodstuffs.

“Customer(s)” shall exclusively mean any natural person aged at least eighteen (18) years old acting as a consumer within the meaning of the introductory article of the Consumer Code. These General Terms and Conditions of Sale therefore do not apply to legal entities acting for business purposes within the meaning of the introductory article of the Consumer Code, nor to natural persons placing an order for business purposes.

It is expressly prohibited to purchase products for resale to anyone.

The main characteristics of the products and in particular the specifications, allergens, illustrations and indications of size or capacity are available on request.

The Customer is required to read this before placing an order. Any approval of an order by the Customer shall signify full and complete acceptance of the General Terms and Conditions of Sale and of the conditions specific to the order (choice of product, quantities, etc.), which the Customer declares to have read and accepted. Customers also acknowledge that all the information listed in Article L. 221-5 of the Consumer Code has been brought to their attention.

The choice and purchase of a product are placed under the unique responsibility of the Customer.

The photographs, graphics, visuals and illustrations available on the internet or on the Le Meurice website are not contractual and are liable to be modified at any time without prior notice and La Pâtisserie du Meurice par Cédric Grolet cannot be rendered liable for this.

These General Terms and Conditions of Sale are accessible at any time on request or on the Le Meurice website at the following address dorchestercollection.com/en/paris/le-meurice/restaurants-bars/patisserie-meurice/ and will prevail, where applicable, over any other version or any other contradictory document.

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Since these General Terms and Conditions of Sale may be subsequently amended, the version applicable to the Customer's purchase is that in force on the date the order is placed.

ARTICLE 2 - ORDERS

Two types of orders can be placed, orders placed on the shop premises and orders placed by phone.

For orders placed on the shop premises

It is up to Customers to select in the shop the products they wish to order, according to the following methods: go to the shop, place an order and pay the full price once the order has been confirmed by La Pâtisserie du Meurice par Cédric Grolet. The Customer must provide his/her contact details so that he/she can be contacted if necessary until the order is delivered.

Proof of the order being placed will be provided by the payment receipt given in the shop which will indicate the kind of products ordered and their price (the sales ticket). It will constitute an agreement of proof of the nature, content and date of the transaction.

Distance orders

Only orders placed over by telephone are accepted. This presupposes that Customers must be able to reliably identify the product they wish to order, either because they have already identified it in the shop or chosen it on the website.

It is up to the Customer to indicate by telephone the products he/she wishes to order, based on the following procedure: specify the purpose of the order and pay the full amount of the order by bank card as soon as it has been confirmed by La Pâtisserie du Meurice par Cédric Grolet and delivering the payment information, which will be retained until delivery of the products, which is made by the Customer picking up the items in the shop. The Customers must provide their contact details so that they can be contacted as necessary until the order is delivered.

The recording by the bank of the full price of the order and/or the order form will constitute proof of the order.

Whatever the type of order

La Pâtisserie du Meurice par Cédric Grolet reserves the right to modify its offering and range of Products at any time and it agrees to fulfill orders received only while stocks last.

A minimum lead time of 48 hours is to be expected for all orders: La Pâtisserie du Meurice par Cédric Grolet will indicate at the time of ordering whether the product can actually be baked within the time frame wished by the Customer.

No order may be cancelled within seven (7) working days prior to the planned pick-up of the order.

Any modification of the order, within the seven (7) working days preceding the pick-up, must be made in writing and will require approval.

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Exceptionally, a Product announced as being available may finally prove to be unavailable after the order has been definitively recorded, in particular owing to a disruption in the supply of raw materials. If this happens, La Pâtisserie du Meurice par Cédric Grolet will then inform the Customer that his/her order has been cancelled and will reimburse the Customer within ten (10) days, unless the Customer expressly wishes to order a substitute Product.

Any order placed with La Pâtisserie du Meurice par Cédric Grolet represents a contract entered into between the Customer and La Pâtisserie du Meurice par Cédric Grolet.

Computer records, including in particular the archiving of order forms and invoices stored in MEURICE & SPA's IT systems under reasonable security conditions shall be considered as proof of communications, orders and payments between the parties in the event of a dispute.

ARTICLE 3 - PRICES

The products are supplied at the current prices displayed in La Pâtisserie du Meurice par Cédric Grolet, when the order is placed or whenever a business offer is made by La Pâtisserie du Meurice par Cédric Grolet. Prices are expressed in Euros and include VAT.

The payment requested from the Customer corresponds to the total purchase amount.

ARTICLE 4 - TERMS OF PAYMENT

This is an order that carries an obligation to pay, which means that the placing of the order implies payment by the Customer. Payment of the full price must be made at the time of the placing of the order. At no time can the sums paid be considered as a deposit or advance payment.

To pay for orders, Customers can choose between the methods of payment made available to them by La Pâtisserie du Meurice par Cédric Grolet for payment in the shop.

For orders placed over the telephone, the credit cards accepted for online payment are the following: Credit card, Visa, MasterCard and American Express. The Customer must provide card number, expiry date and the cryptogram code to the telephone operator (composed of three or four digits, depending on the card, shown on the back of the bank card).

La Pâtisserie du Meurice par Cédric Grolet cannot be held liable for the fraudulent use of a card. If there are not sufficient funds, or in the event of refusal by the banks, the order will be automatically cancelled.

ARTICLE 5-DELIVERY

In the absence of any specific agreement, the Products shall be collected by the Customer on the shop premises. In order to collect the order, the Customer must show up at the check-out of La Pâtisserie du Meurice par Cédric Grolet with details of the order, on the day and at the time specified when he/she placed the order. Because the Products are perishable, it is the Customer's responsibility to imperatively respect this delivery date.

When picking up their products, Customers must ensure that they correspond to what they have ordered. Once the order has been collected, no claim of non-compliance will be accepted.

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If the Customer has instructed a courier to collect the Products, the Customer must give this courier the details of the order for pick-up. The courier will then act as an agent and also must see to it that delivery dates are imperatively respected and make sure that the products correspond to the order upon picking them up. Once the order has been collected by the courier acting in the name and on behalf of the Customer, no claim of non-compliance will be accepted. The risks relating to the transport of the Products are the sole responsibility of the Customer.

If La Pâtisserie du Meurice par Cédric Grolet expressly agrees to deliver the Products, it shall be the Customer's responsibility, in order to permit delivery under normal conditions, to provide precise, accurate and complete information about the name and address of the addressee (including access codes, floor). The Customer must indicate a three-hour time slot during which someone will definitely be present to take delivery of the Products. La Pâtisserie du Meurice par Cédric Grolet may under no circumstances be held responsible for product returns due to an error in the address or an inability to make the delivery to the address indicated because no one was present to take delivery.

In the absence of the addressee, La Pâtisserie du Meurice par Cédric Grolet will leave a note at the place of delivery. It is up to the Customer to go to the shop within 24 hours to collect the Products. No new delivery will be made without an express agreement from La Pâtisserie du Meurice par Cédric Grolet.

If the products ordered must be put together at the place of delivery, La Pâtisserie du Meurice par Cédric Grolet will specify this to the Customer who, in addition to the above agreements, must provide a room on the site of delivery in which the products can be put together under optimal hygienic conditions.

ARTICLE 6 - TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

The transfer of ownership of the Products of La Pâtisserie du Meurice par Cédric Grolet, to the Customer, will only take place after full payment of the price by the latter, whatever the delivery date of the said Products.

Regardless of the date of transfer of ownership of the Products, the risks related to loss and deterioration will be transferred only when the Customer or his representative takes physical possession of the Products. From that moment on, the Customer will assume full responsibility for all damages that the Products may suffer or cause.

The Customer or his/her representative must check the Products as soon as they are received. In the event of missing or damaged Products, the Customer must make all reservations to the seller when picking them up from the Shop.

ARTICLE 7 - RIGHT OF WITHDRAWAL

In accordance with consumer law, the right of withdrawal shall not apply to contracts for the supply of the following products:

(i) Goods that have been made to the consumer's specifications or have been customized;

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- (ii) Fresh and perishable products such as pastries;
- (iii) Goods that have been unsealed by the Customer after delivery and which cannot be returned for reasons of hygiene or health protection.

Because La Pâtisserie du Meurice par Cédric Grolet only sells fresh and perishable products which, for reasons of hygiene and health, cannot be taken back, Customers cannot avail themselves of a right of withdrawal, including for distance sales, a fact of which they are expressly informed.

ARTICLE 8 - LIABILITY OF LA PÂTISSERIE DU MEURICE PAR CÉDRIC GROLET - WARRANTY

All products sold by La Pâtisserie du Meurice par Cédric Grolet comply with the regulations in force in France.

The Products supplied by La Pâtisserie du Meurice by Cédric Grolet are automatically and without additional payment covered, in accordance with the legal provisions, by

- The legal warranty of conformity, for Products apparently spoiled or damaged or not corresponding to the order;
- The guarantee of hidden defects resulting from a material, design or manufacturing defect affecting the products delivered and making them unfit for consumption.

All foodstuffs are baked to be consumed by the Customer on the day of purchase unless otherwise stated on the packaging, and subject to compliance with the conditions for storing products: highly perishable products should be kept at a temperature between 0° and 4°C until consumed.

As certain stages of manufacture require deep-freezing, the Customer is advised never to freeze the Products or to refreeze a thawed product.

Dry products and chocolate should be stored in a cool, dry place. Any details regarding the product or allergens are available on request.

ARTICLE 9 - FORCE MAJEURE

Any circumstances beyond the control of the Parties which prevent the performance under normal conditions of their obligations shall be considered grounds for exemption from the Parties' obligations and shall result in their suspension.

The party that invokes the circumstances referred to above must immediately notify the other party when they occur, as well as when they cease to exist.

Events of force majeure are considered all irresistible facts or circumstances, external to the parties that are unpredictable, unavoidable, beyond the control of the parties and cannot be prevented by the latter, despite all reasonable possible efforts. The following are expressly considered to be events of force majeure or fortuitous events, in addition to those usually retained by the decisions of French courts and tribunals: interruption of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the shutdown of telecommunications, power or gas networks or difficulties specific to equipment used for the cold storage of Products.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the event of force majeure should last more than three months, the present contract may be terminated by the injured party.

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ARTICLE 10 - PARTIAL NON-VALIDATION

If one or more provisions of these terms and conditions are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall remain in force to their full extent.

ARTICLE 11 - NON-WAIVER

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in these general conditions cannot be interpreted for the future as a waiver by it of the obligation in question.

ARTICLE 12 - TITLES

In case of difficulty in interpretation between any of the titles appearing at the head of clauses, and any of the clauses, the titles will be declared non-existent

ARTICLE 13 - GOVERNING LAW - LANGUAGE

By express agreement between the parties, the present contract is governed by and subject to French law. The Products are effectively available and only sold in France.

It is written in the French language. In the event that it is translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 14 - DISPUTES

All disputes concerning the validity, construction, execution, termination, consequences and outcome of the purchase and sale transactions concluded pursuant to these general terms and conditions of sale, which cannot be settled amicably between La Pâtisserie du Meurice par Cédric Grolet and the Customer will be submitted to the competent courts under the conditions of common law.

Customers are informed that they may, in any event, apply for conventional mediation, in particular with the Commission de la Médiation de la Consommation (C. consom. art. L 534-7) or with existing sector-specific mediation bodies, whose details can be found on the www.mediation-conso.fr website, or to resort to any other alternative dispute resolution method (e.g. conciliation), in the event of a dispute.