

**General Terms and Conditions for “Sellers”
8 September 2022**

IMPORTANT: These General Terms and Conditions for « Sellers » are subject to an update regarding the Seller Fees (article 9).

On Seller rating: All transactions sellers make will soon be subject to a rating, on a scale from 1 to 5. Vestiaire Collective will either give an automated rating according to the specific rules described below or buyers will have the option to manually rate their seller following a transaction. Starting from Communication sending date, Vestiaire Collective will use all transactions since that date passed on the platform to calculate initial rating. From Communication sending date, until feature launch, only automated rating rules will apply (description below). Sellers will have the possibility to ask for this initial rating to be hidden. From feature launch, buyers will have the possibility to do manual rating for Direct Shipping orders and automated rating will apply for Standard Shipping orders (see rules below) or in case buyer does not answer within 12 days after rating date. See article 15 for more information.

Presentation

These General Terms and Conditions (the “T&Cs”) apply to Users who use the Web Site to sell Products.

Vestiaire Collective is a public limited company incorporated in France, whose registered address is 53 rue de Châteaudun 75009 Paris, France, registered in Paris, France under no. 517 465 225. It owns all the rights over the <http://www.vestiairecollective.com> web site and the Vestiaire Collective Smartphone applications (the “Web Site”).

Vestiaire Collective provides a number of services on its Web Site that are run and administered by Vestiaire Collective. These services enable users of the Web Site (the “Users”) to buy and to sell second-hand fashion products (the “Products”). These services are available directly on the Web Site. Vestiaire Collective may under exceptional circumstances directly offer Products for sale on its own behalf, in which case these Products shall be identified on the Web Site as being sold by Vestiaire Collective.

These T&Cs shall prevail over any other general or special terms and conditions that are not expressly approved jointly by Vestiaire Collective and the User.

These T&Cs may, where applicable, be completed by the Terms Governing Subscription to the [Premium Services](#), as well as any other document mentioned herein. Where these additional contractual terms apply, they shall be deemed to be incorporated as of right into these T&Cs.

By using the services of Vestiaire Collective, the Seller accepts the general terms and conditions of PayPal (Hyperwallet), which is the payment provider retained by Vestiaire Collective for the payment operations of sellers. These Terms and Conditions are available here: <https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml>

We also recommend that you read the [Privacy policy & Cookies](#) of Vestiaire Collective.

T&Cs applicable to sales made on the Web Site

1. The role and responsibility of Vestiaire Collective

The Users hereby acknowledge that, save where otherwise specified for specific Products that are on offer on the Web Site, the role of Vestiaire Collective shall be limited to acting as an intermediation platform between the Users. Therefore, except in specific cases, Vestiaire Collective shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. The Users shall each act, at all times, for and on their own behalf, and never as agents or representatives of Vestiaire Collective. Vestiaire Collective shall not be a party to the contract of sale between the Buyer and the Seller, and hereby disclaims liability for such a contract or for its consequences.

Any quality control that Vestiaire Collective may perform shall be merely designed to ensure that a Product sold by a Seller is in keeping with its description in the Product Page drawn up by that Seller. Moreover, any deliveries that are arranged by Vestiaire Collective and fulfilled by its subcontractors shall not imply that Vestiaire Collective is a party to the contract between the Seller and the Buyer.

With the exception of any complaints for late delivery or for failures to deliver Products that may be blamed on Vestiaire Collective, it is up to the Seller to respond to any claim or complaint regarding the Products that they have advertised online or about their description, and to the comments of any User about the Product Page, and/or the dispatching and delivery of the Products by the Seller (whether or not this delivery shall have taken place as part of the sale, the exchange or the return of the Products), and any claim or complaint of this kind shall be referred to the Seller, which shall alone be responsible for dealing with same.

2. Electronic wallets

Vestiaire Collective reminds the Sellers that the Electronic Wallets are no longer available.

3. Sales of Products

3.1. Mandate

Within the scope of the online intermediation service performed by Vestiaire Collective, the Seller hereby grants Vestiaire Collective a mandate to do the following:

- to publish on the Web Site the Product Page that constitutes an offer to sell a Product, including all the content included by the Seller, and where applicable, to make changes to the photographs of the Product, to the extent of removing their background;
- to accept the order placed by the Buyer, for and on behalf of the Seller;
- where appropriate, notably for advertising purposes, display the photographs and/or Product description (including its title, condition, brand, etc.) on any partner's site, free of charge;
- to open a separate account on the books of Vestiaire Collective, for and on behalf of the Seller, and to credit the Price of the Product into that account; and
- to receive the moneys and to transfer them to the Seller, after subtracting the Seller Fees and any other sum of money due should any moneys remain outstanding between the parties, as stipulated by articles 9 and 10.3 of these T&Cs.

3.2. Creation and modification of the Product Page

3.2.1. Creation of the Product Page

A Product Page must be drawn up for each Product that a User wishes to offer for sale. The Seller must accurately describe all of the characteristics of the Product and must mention its Price in the Product Page. The minimum Price of each Product shall be twenty-two (22) euros.

The characteristics of the Product mentioned in the Product Page, and in particular the State of the Product, must match the characteristics declared by the Seller prior to verification by Vestiaire Collective.

The Products that are offered for sale must be available for ordering by Buyers as long as the Product Page appears on the Web Site. A Seller may permanently remove a Product that is advertised for sale from the Web Site at any point in time, provided that this Product has not been ordered, by deleting the Product Page.

The Seller undertakes to comprehensively, honestly and accurately describe the Product's characteristics, its brand, and any faulty workmanship, damage or wear, or other attribute of the Product that a Buyer would reasonably want to know at the time of buying that Product. The Seller undertakes not to publish an altered depiction of the Product. Should a Product have undergone any visible alterations prior to being put up for sale (customisation, personalisation, etc.), the Seller undertakes to mention this expressly in the Product Page.

Vestiaire Collective shall be entitled to accept or to reject a Seller's Product Page prior to its being put online on the Web Site in order to ensure the coherence of the Products that are offered for sale on the Web Site. Should the Product Page be accepted, Vestiaire Collective shall send an e-mail to the Seller concerning the Price, stating the Seller Fees that will be included in the Price.

3.2.2. Altering a Product Page

The Sellers may add comments in the space earmarked for this purpose. They may also add additional photographs of a Product that is listed on the Web Site, after publication of the Product Page on the Web Site. Any addition of images shall be subject to validation by Vestiaire Collective.

These alterations of the Product Page shall not apply to transactions that are under way (namely after a Buyer places an order for the Product).

A Seller may lower the Price of a Product, in which case the Seller Fees of Vestiaire Collective shall be adjusted in keeping with the Seller Fees' scale as described in article 9 below and the previous Price could be shown crossed out on the Product Page.

Vestiaire Collective may suggest that the Seller alter the Price of a Product in order to make it coherent with the prices of other Products listed on the Web Site and with the market's expectations in general. The Sellers accordingly agree to discuss the Prices of their Products in good faith with Vestiaire Collective. Any alteration of a Price by Vestiaire Collective shall only become effective upon acceptance by the Seller. For the avoidance of doubt, the Price of a Product is determined by the Seller.

Throughout the sale process, the Seller shall have full visibility over the Price and the corresponding Seller Fees. Prior to advertising their Products for sale on the Web Site or lowering the Price of a Product, the Sellers must confirm, each time, that they accept the Price and Vestiaire Collective's Seller Fees.

4. The "Make an Offer" functionality

The "Make an offer" functionality enables Buyers to confidentially negotiate the Price of a Product by sending an offer to the Seller, who may either accept it or reject it, or make a counter-offer to the Buyer.

The price proposed as part of an offer cannot be less than 70% of the Price of the Product, nor higher than the Price of the Product.

5. Option for Vestiaire Collective to acquire the Product directly

In exceptional cases, after analysis of the Product Data Sheet by Vestiaire Collective and negotiations over the Price, Vestiaire Collective may offer to acquire the Seller's Product directly.

6. Checking the compliance of the Products

If, at the time of the compliance check performed by Vestiaire Collective in those cases where the latter is in charge of arranging delivery of the Products bought by the Buyers, Vestiaire Collective notices that the Product does not comply with the Product Page drawn up by the Seller (such as in terms of the condition of the Product), Vestiaire Collective undertakes, at the Buyer's discretion, (i) to negotiate with the Seller and the Buyer to secure a reduction of the Price, or (ii) to cancel the Transaction and refund the Buyer.

Should the Transaction be cancelled, and should the Seller wish to get their Product back, Vestiaire Collective shall bill the Seller a fixed fee of £ 12 including tax per non-compliant and/or counterfeit item, corresponding to the minimum handling costs (the cost of sending the Product to Vestiaire Collective, the cost of removing the background from the photographs, the costs of sending the Product back to the Seller).

7. Consequences of an impossibility to deliver the Products

7.1. If dispatched through Vestiaire Collective

If it is impossible to return a Product that is non-compliant to the Seller, for instance because the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the recipient, an e-mail shall be sent and a phone call shall be made to the Seller of the Product. Should there not be any reply, the Products shall be kept at the disposal of the Seller, at its own risk and expense (including storage and handling costs), for a timescale of six (6) months as of the sending of the follow-up e-mail by Vestiaire Collective.

Should the Seller wish to retrieve their Product, they must request this by means of a letter sent by registered post with acknowledgement of receipt to Vestiaire Collective at the address shown in article 12 below and make a bank transfer of 12 euros (or equivalent in local currency) including taxes, corresponding to the incompressible treatment costs. After receipt of the payment, Vestiaire Collective shall send the Product back to the Seller within fifteen (15) working days.

Should the Product not be claimed from Vestiaire Collective within the abovementioned timescale of six (6) months, Vestiaire Collective shall become the owner of the unclaimed Product. The Product shall then either be destroyed or donated to charity if its condition allows for this, after a last attempt at contacting the Seller that does not elicit a response within eight (8) days.

7.2. If dispatched by the Seller

If it is impossible to deliver a Product to the Buyer, for instance if the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the Buyer, the Parcel shall be returned to the Seller in keeping with the terms of the carrier selected by the latter.

8. The Seller's commitments and obligations

The Seller undertakes to sell only Products of which they are the sole owner, or in case of a sale on consignment of second-hand products, on behalf of a person who is the owner of the Products. The Seller hereby represents that they are not violating the prevailing laws and regulations in any way and are not infringing the rights of any third parties by submitting a Product Page to Vestiaire Collective or by offering a Product for sale via the Web Site.

The Seller warrants, represents and undertakes (i) that the origin, the condition and the characteristics of the Product that they offer on the Web Site comply with that description of the Product on the corresponding Product Page, and (ii) that the Product that is offered for sale is not counterfeit.

Should Vestiaire Collective request this, the Sellers must immediately provide it with all the documents proving their ownership of the Products that are offered for sale and/or the origin of these Products. Vestiaire Collective shall be entitled to delete the Profile and/or the Product Page of a Seller who fails to provide evidence to Vestiaire Collective of their ownership rights over the Product(s) that are offered for sale and/or of the origin of the Product(s). The Seller shall be barred from claiming any right to compensation if Vestiaire Collective deletes this information for the reasons mentioned above.

The Seller shall be the only person responsible for the sale of a Product. The Seller shall refrain from selling any Product whose sale is prohibited or would violate the prevailing laws and regulations and/or infringe the rights of third parties.

The Seller undertakes in particular not to sell prototypes (clothes or accessories that are created prior to production in series) or uniforms (clothes or accessories designed for use by the employees of certain brands) or Products that were included in “sales to employees” or “press sales” and whose resale is not authorised, bearing in mind that Vestiaire Collective shall be unable to check whether such a prohibition is applicable. Should Vestiaire Collective learn that any such Products are offered for sale on the Web Site, the Product Pages of the Products involved and/or the Profiles of their Sellers might be deleted as of right, and the latter shall not be able to claim any right to compensation.

Once a Seller’s Product Page has been put online, the Seller must access their account regularly in order to take stock of all pending transactions and monitor them. Should the Seller be unable to connect and monitor their account during an extended period of time, they must inform prospective buyers about an extended fulfilment timescale by clicking on the “I am going on holiday” button directly in the Product Page of the Product involved. They may resume the sale, upon their return, by clicking on the green “Back from holiday” button.

9. Seller Fees

The services on offer by Vestiaire Collective shall be remunerated by Selling Fees and Processing Fees (together the "Seller Fees") that Vestiaire Collective shall deduct from the Price of the Product paid by the Buyer.

The applicable Seller Fees’ scale, subject to any sales by Trade Sellers or sales of Products that are put back on sale – for which the principle of the Seller Fees does not apply - is as follows:

Price range	Selling Fees	Processing Fees
EUR		
[<€90]	12€	3€
[€90 to €14000]	14%	3%
[>€14000]	2 000€	3%
GBP		
[<£90]	12£	3£
[£90 to £14000]	14%	3%
[>£14000]	2 000£	3%

PLN		
[0.400]	55PLN	13PLN
[400.70000]	14%	3%
[70000+]	10000PLN	3%
SEK		
[0.1000]	140SEK	30SEK
[1000.140000]	14%	3%
[140000+]	20000SEK	3%
DKK		
[0.700]	100DKK	20DKK
[700.100000]	14%	3%
[100000+]	14000DKK	3%
CHF		
[0.90]	12CHF	3CHF
[90.14000]	14%	3%
[14000+]	2 000CHF	3%
CAD		
[0.150]	18CAD	5CAD
[150.25000]	12%	3%
[25000+]	3 000CAD	3%
HKD		
[0.700]	100HK\$	20HK\$
[700.100000]	14%	3%
[100000+]	14 000HK\$	3%
SGD		
[0.130]	18S\$	4S\$
[130.20000]	14%	3%
[20000+]	2800S\$	3%
AUD		
[0.130]	18AU\$	4AU\$
[130.20000]	14%	3%
[20000+]	2800AU\$	3%

JPY		
[0.12000]	1700¥	400¥
[12000.2000000]	14%	3%
[2000000+]	280 000¥	3%

The Seller Fees collected by Vestiaire Collective shall correspond to the sum paid for each Transaction to Vestiaire Collective by the Buyers, in return for the intermediation services between Seller and Buyer, and where applicable for checking and dispatching the Products. These Seller Fees shall be included in the sale Price of the Product as shown on the Web Site and are specified at the time of acceptance by Vestiaire Collective of the Product File created by the Seller.

Please note that the adoption of a new scale shall not give rise to any refunds for Transactions that completed previously (for instance, if the Seller finds a difference between the Seller Fees paid previously and the Seller Fees based on the new scale).

In the case of items that are offered for sale via the Premium Service, please consult the [terms of use of the Premium Service](#) of Vestiaire Collective. Should a Product be put up for sale via the “Standard Service” and then subsequently via the “Premium Service”, the terms of use of the “Premium Service” shall prevail.

10. Sales of Products and payments due to the Seller

10.1. The process of checking the order

The Seller acknowledges being aware that the information concerning the Order placed by the Buyer shall be processed automatically by our partner in charge of fraud prevention, the aim of this automated processing of data being to prevent bank card fraud.

Our partner in charge of fraud prevention and/or the “Risks” unit of Vestiaire Collective may also perform checks with the Buyer, by telephone, by e-mail or by post, in order to confirm the Order prior to the Product being sent out; these checks may also include a request for additional elements of evidence.

Pursuant to the checks that are performed, Vestiaire Collective may cancel an order if the information provided by the Buyer is deliberately erroneous and/or fraudulent, even after confirmation of the order. In that case, the Buyer shall be informed by e-mail about the measures taken by Vestiaire Collective, which shall put the Product back on sale in the Seller’s account.

10.2. Sending and delivering the Products

10.2.1. Products that are dispatched to the Buyer directly by the Seller

Certain Sellers may deliver Products directly to the Buyers, under certain conditions and at the Buyer’s discretion. Only Sellers who have acquired the status of “Trusted Vendor” or “Expert Vendor” as described in the section entitled “[Consumer information](#)”, accessible at the following address: <https://fr.vestiairecollective.com/information-consommateur.shtml> may make direct deliveries.

From March 18, 2020 and for an indefinite period of time, the Products will all be shipped directly by the Seller, regardless of its status.

A Seller whose Product has been ordered by a Buyer shall receive a notification of this sale by an e-mail informing them that the Product must be sent to the Buyer to check its compliance with its description in the corresponding Product Page. The e-mail shall contain a prepaid postage voucher enabling the Seller to send the Product to the Buyer free of charge.

This prepaid postage voucher shall only be valid for Sellers who reside in Mainland France and Monaco (via Colissimo), in the United Kingdom and Germany (via DHL), or in Austria, Belgium, Luxembourg, The Netherlands, Portugal, Denmark, Italy, Spain, Finland, Ireland and Sweden (via Fedex).

Sellers must secure evidence of dispatching each parcel that they send to Buyers.

Sellers should endeavour to send the Products that they sell via the carrier that is allocated to them (after printing out the prepaid postage voucher) within seven (7) working days following the confirmation of the sale. No object should be enclosed other than the Products and the accessories sold with them, in particular no promotional or advertising documentation whatsoever.

Vestiaire Collective disclaims any liability towards the Seller in case of damage caused to a Product or in case of loss of a Product during its transit to the Buyer if the parcel is dispatched without the prepaid voucher.

In order to insure the Products optimally while in transit to the Buyers, the Sellers may take out, at their own initiative and at their own expense, an insurance policy covering loss or damage caused to a Product while in transit. In that case, the Sellers should not use the prepaid voucher sent by Vestiaire Collective.

In any event, the Sellers shall be responsible for complying with the delivery timescales that shall have been brought to the attention of the Buyers during the ordering process.

10.2.2. Products that transit via Vestiaire Collective

A Seller whose Product has been ordered by a Buyer shall receive a notification of this sale by e-mail informing them that the Product must be sent to Vestiaire Collective to check its compliance with its description in the corresponding Product Page. The e-mail shall contain a prepaid postage voucher enabling the Seller to send the Product to Vestiaire Collective free of charge.

This prepaid postage voucher shall only be valid for Sellers who reside in one of the following countries:

 Allemagne	 Estonie	 Israël	 Pologne
 Australie	 Etats-Unis	 Italie	 le Portugal
 L'Autriche	 Finlande	 Japon	 République Tchèque
 Belgique	 France	 Jersey	 Roumanie
 Bulgarie	 Guernesey	 Lettonie	 Royaume-Uni
 Canada	 Grèce	 Lituanie	 Singapour
 Corée du Sud	 Hong Kong	 Luxembourg	 Slovaquie
 Croatie	 Hongrie	 Malaisie	 Slovénie
 Chypre	 Île de Man	 Malte	 Suède
 Danemark	 les Îles Canaries	 Monaco	 Suisse
 EAU	 Indonésie	 Pays-Bas	 Taiwan
 Espagne	 Irlande	 Philippines	 Turquie

Sellers who reside in countries other than those mentioned above or in the French overseas territories and dominions (“DOM-TOM”) must bear all the costs of shipping, handling and insuring their Product until they reach the compliance checking unit of Vestiaire Collective.

The Sellers must secure evidence of dispatching each parcel that is sent to Vestiaire Collective.

Sellers should endeavour to send the Products that they sell via the carrier that is allocated to them (after printing out the prepaid postage voucher) within seven (7) working days following the confirmation of the sale. No object should be enclosed other than the Products and the accessories sold with them, in particular no promotional or advertising documentation whatsoever.

Vestiaire Collective disclaims any liability towards the Seller in case of damage caused to a Product or loss of a Product during its transit to Vestiaire Collective if the parcel is dispatched without the prepaid voucher.

Vestiaire Collective hereby disclaims liability for any damage or loss of the Products until it receives the Products that were sent to it. In case of loss or damage of a Product by the carrier to which the Product was entrusted by the Seller for dispatching to Vestiaire Collective, the compensation due to the Seller shall consist of the compensation offered by the carrier.

In order to insure the Products optimally while in transit to Vestiaire Collective, the Seller may take out, at its own initiative and at its own expense, an insurance policy covering loss or damage caused to a Product while in transit to Vestiaire Collective. In that case, the Seller should not use the prepaid voucher sent by Vestiaire Collective.

Should Vestiaire Collective not receive the Product within fifteen (15) calendar days following confirmation of the sale of the Product, it shall be entitled to cancel the sale of the Product involved and shall notify this to the Buyer.

10.2.3. Condition of the Products upon delivery

The Seller undertakes to only deliver Products that are perfectly clean (i.e., Products that have been cleaned and ironed if need be).

In case of deliveries transiting via Vestiaire Collective, Vestiaire Collective shall be entitled to bill the Seller for reasonable costs incurred in cleaning and/or ironing the Products, and shall be entitled to deduct these costs from any moneys that are due to the Seller by Vestiaire Collective. In order to avoid any disputes, the Seller undertakes to take particular care in packaging the Products that they dispatch (for instance, by using opaque envelopes or wrapping reinforced with bubble-wrap and resilient fastenings). The Seller undertakes to retain evidence of sending any parcel that is dispatched, in a safe location, for a period of one month following the send date.

In case of direct delivery, should a Buyer complain about the delivery of a Product that is in poor condition, after examining the Buyer's claim, Vestiaire Collective shall inform the Seller, where applicable, that the Product shall be returned to it forthwith.

10.3. Payment of the Seller

The moneys received from the Buyer, after deduction of (i) the Seller Fees due to Vestiaire Collective, (ii) any authentication costs, (iii) the carriage costs, and (iv) any sum of money that remains due to Vestiaire Collective, such as any cleaning and ironing costs, shall be paid across in full to the Seller by Vestiaire Collective after the Compliance Department of Vestiaire Collective shall have confirmed that the Product complies with the Product Page or within three (3) days following the Buyer's confirmation of receipt of the Product, if the latter did not transit via Vestiaire Collective.

In case of a change of the Seller Fees' scale, any pending offers on the date on which the new Seller Fees' scale comes into force shall be null and void.

However, after delivery of the Product to the Buyer, the Seller must reimburse the moneys received from Vestiaire Collective for the Transaction, immediately upon receiving a request to do so from Vestiaire Collective, and must reimburse any carriage costs to the Buyer, if:

- (i) the Product turns out to be counterfeit or a Product whose sale is prohibited, in violation of the Seller's obligations described in article 10.5 of these T&Cs; or
- (ii) the Buyer exercises their right to withdraw from the sale, during the statutory timescale of fourteen (14) calendar days, in case of a Product bought from a Trade Seller.

Should Vestiaire Collective not have paid any moneys to the Seller in connection with the Transaction, the Seller shall not be entitled to claim any payment for a Product that shall have been validly returned by the Buyer or by Vestiaire Collective.

The Seller hereby waives any claims over moneys (interest or other) generated by the temporary blockage of any sums taken by Vestiaire Collective as part of the Transaction.

Should a Seller want the moneys that they are owed to be paid by bank transfer, a bank transfer shall be made into the bank account designated by the Seller. Vestiaire Collective shall only make bank transfers after the Compliance Department of Vestiaire Collective shall have confirmed that the Product complies with the Product Page or within three (3) days following the Buyer's confirmation of receipt of the Product, if the latter did not transit via Vestiaire Collective. Should the Seller opt for payment by a bank transfer into their bank account, bank costs may be charged, for instance in the case of accounts domiciled in countries other than France. The Seller should check the terms applicable to such transactions with the banking establishment that holds the bank account involved.

In case of a claim or complaint by the Buyer, Vestiaire Collective shall be entitled to withhold payment to the Seller until the claim or complaint shall have been resolved.

Sellers should note that the moneys that are due to them shall not be credited immediately into their bank account or PayPal account, due to processing and handling delays of around five (5) working days (in the case of banks) after the Product is found to be compliant, these delays being subject to fluctuation and being provided for information purposes only.

Should a Seller not pay any moneys that are due to Vestiaire Collective, Vestiaire Collective, after bringing this to the attention of the Seller in writing, shall be entitled (i) to offset any moneys that remain due against the moneys that it is supposed to pay across to that Seller, and/or (ii) to impound any Products that are bought or sold by the Seller, until full payment of the moneys that are due to Vestiaire Collective, and/or (iii) to offset as a priority the moneys that it receives as part of a new Transaction against the moneys that remain due, provided that the Seller settles any outstanding balance in order to be able to acquire the new Product that they are planning on buying.

In order to receive payments, the Sellers must input their bank account details or PayPal account details into their client account, in order for Vestiaire Collective to be able to make a transfer to their bank account or their PayPal account. Please note that the family name and the first name of the Seller must correspond to those of the bank account in order for the transfer to be authorised by the bank involved. Should the Seller opt for payment by bank transfer into their PayPal account, PayPal fees may apply. The Seller should check the terms and conditions of PayPal in their country at the following URL: [click here](#).

By using the services of Vestiaire Collective, the Seller agrees to the terms and conditions of PayPal (Hyperwallet) which is the payment provider retained by Vestiaire Collective for the payment transactions of sellers. These PayPal terms and conditions are available here:

<https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml>

10.4. Sales of Products imported into the European Economic Area

Vestiaire Collective reserves the right to request that Sellers who are based outside the territory of the European Economic Area or who offer for sale Products located outside of this territory provide all the documents certifying that they have obtained permission from the holder of the rights.

Should a Seller not provide these documents to Vestiaire Collective, Vestiaire Collective shall be entitled to cancel any Transaction and to suspend the Seller's account.

Vestiaire Collective shall be entitled to bill the Seller for any customs duty that is levied when the Product is dispatched by the Seller to Vestiaire Collective.

10.5. Advertising of counterfeit Products or Products whose sale is prohibited on the Web Site

Vestiaire Collective is a signatory of *Charte de lutte contre la contrefaçon sur Internet*, a French convention against the sale of counterfeit goods over the Internet. Vestiaire Collective is committed to applying the procedures for taking action against the sale of counterfeit goods that are described in the Charter, in favour of both consumers and the rights holders.

By physically examining Products prior to sending them to the Buyer, Vestiaire Collective shall make its best efforts to prevent the sale of counterfeit products or of Products whose sale is prohibited (for instance, Products which violate the prevailing laws or regulations or infringe third party rights, such as prototypes (clothes or accessories created prior to production in series), uniforms (clothes or accessories designed for use by the employees of certain brands) or products arising from “sales to employees” or “press sales” whose resale is not authorised by the fashion houses involved.

The Sellers warrant and represent that the Products that they put up for sale are not counterfeit and that their sale is not prohibited. However, if in spite of the care taken to physically inspect the Product, a Buyer receives a counterfeit item or a Product whose sale is prohibited, they may return it to Vestiaire Collective in order to secure a refund.

Should a counterfeit Product or a Product whose sale is prohibited be discovered, it shall immediately be withdrawn from circulation and the Seller’s account may be suspended temporarily or permanently.

Moreover, should a counterfeit Product or a Product whose sale is prohibited be put up for sale on the Web Site, the Seller of this Product shall bear the risk that this Product might be seized by the appropriate authorities or by the owner of the brand involved, which might impound it or destroy it. The Seller shall then have to personally retrieve the Product in question at their sole risk and expense.

Please note that counterfeiting is subject to specific sanctions.

Should a counterfeit Product or a Product whose sale is prohibited be nevertheless put up for sale or seized by the appropriate authorities or by the brand that owns the intellectual property rights concerned or by the holder of the rights, after it has been sold, the Transaction shall be cancelled. The Seller must then refund to Vestiaire Collective the moneys that it shall have taken in connection with the sale of the contentious Product and shall have to compensate Vestiaire Collective for any costs incurred by the latter and/or by the Buyer owing to the Seller’s activity; the Buyer shall also be liable for any costs, losses, expenses and damages incurred by Vestiaire Collective in relation to any legal action arising in relation to the contentious Product.

In case of doubt over the authenticity of a Product, Vestiaire Collective reserves the right to request from the Seller any and all documents certifying the authenticity of the Product and to suspend the Seller’s account until it shall have received these documents. Vestiaire Collective shall also be entitled to get in touch with a Seller in order to verify the authenticity of a Product.

11. Transfer of the ownership of the Products and the risks

The Products shall remain the property of the Seller, or should Vestiaire Collective be itself acting as the seller of its own Products, of Vestiaire Collective, until Vestiaire Collective shall have received full payment of the Price of the Order from the Buyer, including both capital and ancillary elements (taxes, Authentication Costs, Carriage Costs and any other costs that may be applicable). The transfer of the risks of loss or damage of a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party that the Buyer shall have commissioned to act on their behalf. The Buyer shall therefore bear the risk linked to any damage caused to the Product after it is received.

12. Claims and returns

12.1. Non-receipt or late delivery of a Product

Should the Buyer not receive the Products within thirty (30) days following the date of the Order, or in the case where Vestiaire Collective is selling its own Products directly on the Web Site, should the Buyer not receive the Products on the delivery date stated upon placing the Order, the Buyer may cancel the Transaction, provided that it shall first have summoned Vestiaire Collective to rectify the situation within a reasonable timescale and provided that delivery shall not have taken place within this additional timescale.

Vestiaire Collective shall refund the Buyer within fourteen (14) calendar days following the date on which Vestiaire Collective receives the notification of the cancellation of the Transaction by the Buyer.

Should the Buyer receive the Products whereas they have already cancelled the Transaction, they must return the Products and Vestiaire Collective undertakes to refund the Price of the Products that are returned, the Authentication Costs, the Carriage Costs (in case of return of the Order as a whole) and the cost of returning the Product to Vestiaire Collective, within fourteen (14) calendar days following Vestiaire Collective's receipt of the complete Products in their original condition. These returns must take place in accordance with the terms of article 12.3.3 below.

In case of cancellation, the Buyer shall be refunded in cash (the moneys being credited to the bank card that the Buyer used to make the payment or to the Buyer's PayPal account) provided that, in each case, Vestiaire Collective does not suspect that the request for cancellation or for a refund due to total or partial non-receipt of a Product that was ordered was made fraudulently. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the foregoing terms.

12.2. Products that do not comply with their Product Page

Please note that Vestiaire Collective's involvement in resolving claims or complaints pursuant to a purchase from a Trade Seller is designed to facilitate the procedure and shall not result in Vestiaire Collective being considered a party to the sale.

12.2.1. Findings during the quality control that is performed by Vestiaire Collective

Should Vestiaire Collective find that the Products correspond partly to their description, then at the Buyer's discretion, (i) it shall either negotiate a lower Price with the Seller, or (ii) it shall cancel the sale and shall refund the Buyer. Should the Buyer and the Seller agree over a Price cut, the latter may take the form of a credit note from Vestiaire Collective, a Purchase Voucher or a payment re-credited to the method of payment used by the Buyer.

In the case of Products that do not correspond to their description in the Product Page provided by the Seller, products that are counterfeit or whose sale is prohibited, Vestiaire Collective shall cancel the Transaction and shall refund the Buyer.

Should the Transaction be cancelled, the Buyer may obtain a cash refund which shall be credited to the method of payment that the Buyer used initially. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the foregoing terms.

12.2.2. Detection of non-compliance upon receipt of the Product by the Buyer

- (i) Case of a Product bought from a Non-Trade Seller:

Should the Product have been dispatched through Vestiaire Collective:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by e-mail within fourteen (14) days following the date on which they received the Product.

The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back.

Upon receipt of the Product, Vestiaire Collective shall inspect it to determine whether it is truly non-compliant with the Product Page. If the non-compliance is confirmed, Vestiaire Collective shall refund the Buyer. The refund shall take place by crediting the method of payment that was used by the Buyer to make the initial payment.

All Products returned by Buyers due to non-compliance with the Product Page must be returned with the sealed form (label) initially affixed by Vestiaire Collective to the Product upon dispatching it.

Should the Buyer receive a counterfeit Product or a Product whose sale is prohibited, they may return the Product to Vestiaire Collective and secure a refund, save in case of fraud on their part.

Should the Buyer have opted for the Product to be dispatched directly by the Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by e-mail within seventy-two (72) hours following the date on which they received the Product.

The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back to the Seller. Vestiaire Collective shall refund the Buyer upon confirmation of receipt of the Product by the Seller. The refund shall take place by crediting the method of payment that was used by the Buyer to make the initial payment.

(ii) Case of a Product bought from a Trade Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer shall have the right to raise a claim with the Trade Seller through Vestiaire Collective in accordance with the applicable statutory warranties.

Upon making a complaint about a Product that does not comply with its description in its Product Page, the Buyer must return the Product or make it available for collection.

Trade Sellers hereby acknowledge and agree that should a Product be returned to them by a Buyer owing to non-compliance with its description in the corresponding Product Page or because it does not meet the legal obligations of the Trade Seller, the Trade Seller may not refuse to apply the foregoing terms and must take appropriate action within a reasonable timescale.

Should the Buyer believe that they have received a counterfeit item or a Product whose sale is prohibited, they must alert Vestiaire Collective by e-mail within seventy-two (72) hours following receipt of the Product and may return the Product to Vestiaire Collective in order to secure a refund, save in case of fraud on their part.

The provisions of this article shall not cause Vestiaire Collective to be a party to the sale between the Seller and the Buyer. Vestiaire Collective hereby disclaims liability for any failure by a Trade Seller or Non-Trade Seller to comply with their obligations under this article 12 and in particular in the event of the Seller's failure to comply with their obligation to refund the Buyer or pay the latter any other compensation in connection with a Product that is returned by the Buyer because it does not comply with its description on the corresponding Product Page, because it is counterfeit or because its sale is prohibited.

12.3. **Specific provisions applicable to Trade Sellers**

12.3.1. **The status of Trade Seller**

Any Trade Seller must declare itself as such on the Web Site. Vestiaire Collective hereby reminds Sellers misleading commercial practices are strictly prohibited.

Upon registration on the Web Site or even subsequently if their status changes after registration, Trade Sellers must therefore disclose to Vestiaire Collective that they are acting in a professional capacity. Vestiaire Collective shall then inform the Users about this.

Trade Sellers shall not be subject to the standard Seller Fees' scale and shall benefit from specific Seller Fees' rules as part of their contract of sale on consignment or online brokerage.

12.3.2. **General obligations of Trade Sellers**

Trade Sellers (including Vestiaire Collective when it offers its own Products for sale directly to the Users on the Web Site) undertake to perform their legal obligations linked to the sale of Products to non-trade Buyers, and undertake in particular:

- not to commit any act or omission that might mislead Buyers in order to make them buy a Product that they would not have bought otherwise;
- to honour the right of non-trade Buyers to withdraw as laid down by the applicable rules and regulations as well as all other rights that the Buyers may have under the applicable rules and regulations, and under the applicable statutory warranties in particular; and
- to ensure that any Product that they offer for sale on the Web Site complies with its description in the Product Page, is of satisfactory quality and is suited to the use indicated by the Trade Seller in the description or to any use for which this kind of Product is usually designed, and save where it is otherwise provided, is free of any fault affecting its materials, design or production, and to therefore guarantee the Buyer under the statutory compliance warranty and the statutory warranty against hidden defects.

Moreover, Trade Sellers shall be responsible for making all requisite declarations before the relevant authorities to comply with the applicable regulatory provisions (such as their registration obligations).

Vestiaire Collective hereby draws the attention of the Sellers to the fact that Sellers that sell items regularly and/or that sell a large number of items may be qualified as trade sellers by the tax or other authorities and may therefore be subject to the obligations that are applicable to Trade Sellers by virtue of the applicable regulations and these T&Cs. It shall be the responsibility of the Users to comply with all their obligations, including making the requisite declarations to the relevant authorities so as to comply with the applicable regulatory provisions, and Vestiaire Collective hereby disclaims liability in this respect.

Vestiaire Collective reserves the right to request that Trade Sellers provide it with any documentation confirming their identity and their address (such as, in the case of French Sellers: a certificate of incorporation or an identity card, a SIRET [company registration] number or SIREN number, a French bank account number), in order to be able to check and keep information concerning the identity of the Trade Sellers and their contact details as well as their identity documents throughout the existence of their account and for a period of five (5) years following the closure of their account.

12.3.3. **Returns**

Trade Sellers acknowledges that if a Product is returned by a Buyer owing to its non-compliance with the description on the Product Page or because it infringes these T&Cs and/or the legal obligations of the Trade Seller involved, the Trade Sellers may not refuse to refund the Product (and the carriage fees linked to the

Order) to the Buyer, or to repair the Product (if this is reasonably possible), at the Buyer's discretion, and in each case within a reasonable timescale.

Should a Transaction be cancelled pursuant to the Buyer exercising their right to withdraw from the sale or in case of a compliance defect found in a Product, counterfeit Products or Products whose sale is prohibited, and the Seller wants the Product involved to be returned, it must inform Vestiaire Collective using the FAQ Contact Form available at the following address: <http://faq.vestiairecollective.com/hc/fr>. The Seller must then pay Vestiaire Collective a fixed fee of £ 12 including tax per counterfeit and/or non-compliant item, corresponding to the minimum handling costs (costs linked to the sending of the Product to Vestiaire Collective and costs linked to the re-sending of the Product to the Seller) and must refund to Vestiaire Collective the moneys that it shall have received as part of the sale as well as the carriage costs due in connection with the Order, where applicable. In this case, the Seller has a period of one (1) year to claim the item and to pay the fee of twelve (12) euros (or equivalent in another currency, at the appropriate conversion rate) for the return of the item. Failure to pay the fee within this period will automatically result in Vestiaire Collective being granted permission to destroy the item by whatever means are deemed necessary.

12.3.4. **Information about the approval and processing of offers**

Terms of approval

Any person who has come of age and who holds a valid account with Vestiaire Collective can advertise a Product for sale on the Vestiaire Collective platform. The account holder may either act as a trade or private operator.

Terms governing the removal of offers

An offer for sale might not be published or might be withdrawn by Vestiaire Collective for the following reasons:

- the Product on offer is a prohibited product as per the meaning of this term in the Terms of Use of Vestiaire Collective for it runs counter to public morals or its sale is prohibited under statutory, regulatory or contractual provisions. This concerns among other things Products that constitute counterfeit goods or that are sold in violation of selective or exclusive distribution networks;
- there is an error on the Product Page of the offer;
- the Vestiaire Collective account of the Seller of the Product is suspended or cancelled, whatever the reason for this;
- the Product that is advertised has already been sold.

Classification of the offers for sale on the results pages

Default classification: the offers are classed, by default, based on a selection of our editorial teams, "our selection", that takes into consideration the following factors: price, category (Men/Women), product category (leather goods, accessories, clothes, jewellery, vintage, children's, lifestyle), representation of the various brands.

"We love" classification: items that are included in the "we love" classification are those that meet the criterion of "fashion relevance". This criterion is based on the fashion trends arising from the choices made by our editorial teams that select fashion, upmarket and luxury items in order to compile a catalogue comprising the most inspiring pieces featuring a particular interest or value for Users.

Personalised classification: the Buyers can choose another criterion to govern the sorting of offers for sale in accordance with the following sorting criteria:

- "most recent", "least recent": the Products are sorted based on the creation date of their Product Page on our platform;
- "least expensive": the Products are sorted from least to most expensive;
- "most expensive": the Products are sorted from most to least expensive;

- “most popular”: the Products are listed based on fashion trends arising from the choices made by our editorial teams that select fashion, upmarket and luxury items in order to compile a catalogue comprising the most inspiring pieces featuring a particular interest or value for Users.

13. Seller rating

13.1. Automated rating rules

Automated rating will be done by Vestiaire Collective

No rating: 1st time a sale is cancelled, not shipped in time or non-compliant

No rating: all return & litigation cases within 72h (returns for conformity/authenticity, postal litigation Direct Shipping)

1 star: 2nd time a sale is either cancelled, did not ship in time or non-compliant

1 star: any counterfeit sales

5 stars: passed QC & Authentication (Standard shipping)

5 stars: no reply from buyer 10 days after delivery (Direct Shipping)

13.2. Manual rating

When feature is available, buyer will have the possibility to rate sellers on a scale from 1 to 5 stars for Direct shipping transactions, between 5 and 12 days after product reception date, if no litigation was opened by buyer within 72h. In addition, buyers will have the possibility to add “tags” to clarify their experience and write a comment in private, using the buyer / seller chat to thank the seller or to give constructive feedback, subject to the rules applicable in that regard.

Seller rating will be displayed on different sections of the Vestiaire Collective platform: Product page, member profile page, timeline, checkout section. All sellers with at least one sale from the Communication sending date will receive their first rating, based on the automatic rating done by Vestiaire Collective since the Communication sending date.

At least one week before feature launch on the platform, all the recipients of the communication will receive an update with the date of the feature launch and their first rating, based on automated rating rules for all orders passed between Communication sending date and update sending date. They will have the possibility to contact Vestiaire Collective Customer Service so that this first rating does not appear when feature is launched (being noted that ratings will appear post-launch, as per the rules described here and in the dedicated FAQ).

Miscellaneous provisions

14. Duration and validity

The Users shall be governed by these T&Cs from the moment that they accept them upon accessing the Web Site or upon registering on the Web Site, and until the cancellation of their account, whether or not they perform any Transactions.

Vestiaire Collective shall be entitled to modify its General Terms and Conditions at any point in time, without notice and without any obligation to justify its decision, without incurring any liability as a result. In case of a significant change of one of the clauses of these T&Cs, the Users who accepted their terms and conditions beforehand shall have to accept the new version of these T&Cs. The General Terms and Conditions that are applicable shall be those that are in force on the date on which the User uses the Web Site and/or purchases a Product, depending on the nature of the changes made to the General Terms and Conditions.

15. Interruption of the service and rescission

In case of a failure to comply with one or more of the clauses of these T&Cs (such as in case of a failure to pay any moneys due within the allotted timescales, or a violation of these T&Cs), whether this is witnessed by Vestiaire Collective or gives rise to a justified complaint by other Users, Vestiaire Collective may temporarily interrupt the User's access to the services of Vestiaire Collective, for instance pending a rectification of the contentious situation.

If the violation can be rectified but such a rectification does not take place within two (2) calendar days following the notification of the irregularities witnessed by Vestiaire Collective, Vestiaire Collective shall have the right to permanently bar the User from accessing the services. This irrevocable withdrawal of the User's access shall be preceded by the sending of an e-mail to the User involved, informing them about this impending measure and the reasons for taking it, without any other formalities and notwithstanding any compensation that Vestiaire Collective may claim for any loss or damage that it shall have incurred.

Moreover, Vestiaire Collective may put an end to the services provided, as of right, without prior notification, effective immediately, if the behaviour of the User constitutes a serious violation of these T&Cs, such as, but not limited to: opening several accounts, fraudulent use of methods of payment, attempted fraud, or any other criminal offence. Such a measure shall not give rise to any right to compensation whatsoever from Vestiaire Collective, and the latter shall itself be entitled to claim compensation for any loss or damage that it may have incurred.

Should Vestiaire Collective cancel any Transaction(s), the Users shall be refunded automatically in cash (the sum being credited to the card used for the payment or to their PayPal account)

16. Complaints

Any User wishing to make a complaint against Vestiaire Collective concerning the Web Site may send a letter to Vestiaire Collective at the address mentioned above, submit a request via the FAQ contact form available at <http://faq.vestiairecollective.com>. This e-mail address and this telephone number cannot be used by Users to raise claims or complaints concerning another User; they must to that end use the contact details mentioned in the foregoing section.

17. Mediation

Should a dispute arise between a User and Vestiaire Collective, Vestiaire Collective recommends that the User get in contact with Vestiaire Collective in order to try to resolve the dispute amicably. Vestiaire Collective shall inform the User in this respect about the existence of alternative modes of settlement of

disputes, such as mediation or arbitration. Vestiaire Collective is a member of France's Fédération du e-commerce et de la vente à distance (e-commerce and distance sales federation – FEVAD) which offers a mediation service for e-commerce-related disputes (e-Commerce Mediation Unit of FEVAD, 60 rue la Boétie, 75008 Paris, France – <http://mediateurfevad.fr>). Vestiaire Collective undertakes to comply with the Code of Conduct of e-commerce and mail-order sales of FEVAD.

The User may view these documents at any point in time on the <http://www.fevad.com> web site.

The User may moreover get in contact with the online dispute resolution platform of the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>.

18. Applicable law and settlement of disputes

These T&Cs are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs. Nothing in these T&Cs affects the User's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence.

Should the parties fail to reach an amicable settlement of their dispute, Vestiaire Collective and the User agree to submit it to the jurisdiction of the French courts. The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled, nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.