

# Chicken **BACON** Lettuce

## TERMS AND CONDITIONS OF SALE

### A/ DEFINITIONS AND SCOPE OF APPLICATION

These general terms and conditions of sale (hereinafter referred to as the "GCS") constitute the basis for commercial negotiation and are intended to define the terms and conditions applicable to all products and/or services offered for sale by Chicken Bacon Lettuce (hereinafter referred to as "Chicken Bacon Lettuce", "the company" or "CBL"), a société par actions simplifiée (simplified joint stock company) with capital of 1,000 euros, having its registered office at 9, rue Victor Segalen - 75020 Paris, registered in the Paris Trade and Companies Register under number 815 176 623.

The present terms and conditions of sale are written in French, the only authentic version.

Chicken Bacon Lettuce reserves the right to modify them at any time, it being specified that the applicable GTC are those in force on the day of the order.

No waiver of any provision of the GCS shall be effective unless it is in writing, unequivocal and signed by both parties.

#### 1. Customer definition

The **Customer** (hereinafter referred to as the "Customer" or "Buyer") is deemed to have read and understood these Terms and Conditions of Sale and to have accepted them without reservation or restriction upon finalization of his/her order for one of the products and/or services offered by Chicken Bacon Lettuce.

The **Customer** contractually engaged with Chicken Bacon Lettuce, is defined as:

- any natural or legal person who orders products and/or services offered by Chicken Bacon Lettuce
- the recipient of the products and/or services ;
- the natural or legal person making the payment ;

the natural or legal person to whom the invoice is addressed.

For the purposes of these General Terms and Conditions (GTC), the

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definition of "Customer" applies to 2 types of person:

- **Consumer customer:** any natural person acting for purposes that do not fall within the scope of his or her commercial, industrial, craft, liberal or agricultural activity, in accordance with the preliminary article of the French Consumer Code.

In this respect, the Consumer Customer benefits from specific rights provided for in the French Consumer Code, notably with regard to the right of withdrawal, legal guarantees and pre-contractual information obligations.

- **Professional customer:** any individual or legal entity, public or private, acting for purposes relating to its commercial or industrial activity, or agricultural business, including when acting in the name or on behalf of another professional.

It is the Customer's responsibility to declare its quality at the time of ordering. In the event of an erroneous declaration, Chicken Bacon Lettuce reserves the right to apply the contractual and legal provisions corresponding to the quality actually observed by the Customer.

## 2. Customer solidarity

It is expressly specified that in the event that the individual or legal entity placing the order, the person signing the order form, the individual or legal entity to whom the invoice is addressed or the person making the down payment are different, each of them will be considered as the Customer and will therefore be jointly and severally liable to Chicken Bacon Lettuce in accordance with the provisions of articles 1302 and 1313 of the French Civil Code.

## 3. Definition of the right of withdrawal

The right of withdrawal allows the Consumer Customer to withdraw from a distance contract, without giving any reason, within 14 days. (Articles L221-18 to L221-28 of the French Consumer Code). This right does not apply to certain products, in particular: perishable goods or goods likely to deteriorate rapidly, opened goods that cannot be returned for reasons of hygiene or health protection. If validated, the claim may give rise to a return, partial or full refund or commercial gesture, depending on each context.

## 4. Definition of return or exchange

A return is the possibility for the customer to send back a product received, either when exercising the right of retraction, or in the event

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of non-conformity or a damaged product. Exchange is the delivery of a new product to replace the returned product.

Except in the case of legal exercise of the right of withdrawal or non-conformity, returns/exchanges are subject to acceptance by the seller.

The product must be new, unused, in its original packaging and accompanied by proof of purchase.

In principle, foodstuffs cannot be returned unless there is a clear anomaly.

## 5. Definition of claim

A complaint is a request made by the customer when he notes a defect or any non-conformity of the product or service in relation to the order or the GTCS.

It must be formulated within a reasonable or even immediate timeframe (see table below).

The customer must provide all relevant evidence (photos, order number, description of the problem).

## B/ GENERAL ONLINE SALES

### 1. Scope of application

These General Terms and Conditions of Sale apply, without restriction or reserve, to all sales concluded by Chicken Bacon Lettuce with Customers, natural persons of legal age or legal entities, wishing to acquire the products offered for sale by Chicken Bacon Lettuce on its website [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com).

They govern the sale of food services and physical food and non-food products. In particular, they specify the conditions for ordering, payment, delivery and management of any returns of products ordered by customers.

By validating his/her order, the Customer accepts the present General Terms and Conditions. The customer declares that he/she has read and accepted the present terms and conditions of sale by checking the appropriate box before proceeding with the online payment procedure.

As these Internet Terms and Conditions may be subject to subsequent modifications, the version applicable to the Customer's purchase is in

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force on the website at the time the order is placed. These Internet General Terms and Conditions of Sale are accessible at all times on the [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com) website and shall prevail, where applicable, over any other version or any other contradictory document.

## 2. Products

The main characteristics of the products are presented on the various product pages of the [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com) website, particularly in the DAILY SHOP section of the site.

The customer is responsible for the choice of products and must take note of any allergens or legal information indicated before placing an order. The choice and purchase of a product is the sole responsibility of the Customer.

Product images are not contractual and Chicken Bacon Lettuce cannot be held responsible for them.

The customer must refer to the description of each product on the website to find out about its properties, essential characteristics and allergens. Product offers are subject to availability, as specified when the order is placed.

For reasons of hygiene and food safety, perishable goods cannot be returned or exchanged.

## 3. Buying products

It is up to the Customer to select on the website [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com) the products he wishes to order, indicating the desired quantities and adding them to his basket.

After validating the elements, the order description with the list and quantity of products is displayed. After validating the order, the customer can fill in the contact and billing form.

If you have forgotten an item, or wish to modify your basket, click on "return", otherwise click on "order".

The characteristics of the product, the delivery conditions and the possible method of payment are displayed. The customer can click on "I have read and accept the General Terms and Conditions of Sale" to validate the order.

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This is an online credit card order, with immediate payment. Validation of the order implies acceptance of payment, which triggers processing. The sale will be considered final after Chicken Bacon Lettuce has sent the Customer confirmation of acceptance of the order by e-mail.

Any order placed on the [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com) website constitutes the formation of a contract concluded remotely between the Customer and Chicken Bacon Lettuce.

## 4. Data Protection

For each transaction, whatever it may be, the computerized registers, kept in Chicken Bacon Lettuce's computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments between the parties.

In the absence of proof to the contrary, the data recorded in Chicken Bacon Lettuce's computer system constitutes proof of all transactions concluded with the Customer.

Invoices are archived on a reliable and durable medium that can be used as proof.

In the event of fraudulent use of a credit card, the Customer is invited to contact Chicken Bacon Lettuce by e-mail at [contact@chickenbaconlettuce.com](mailto:contact@chickenbaconlettuce.com)

In accordance with current regulations, customers have the right to access, rectify and object to all their personal data at any time. To do so, they must send a letter, providing proof of identity, to the company's head office at the following address of the company at the address given above, or by e-mail to [contact@chickenbaconlettuce.com](mailto:contact@chickenbaconlettuce.com).

The Customer acknowledges having been informed, prior to placing an order and concluding the contract, in a legible and comprehensible manner, of the present general terms and conditions of sale and of all the information listed in article L. 221-5 of the French Consumer Code.

In accordance with Law No. 2018-493 of June 20, 2018 relating to the protection of personal data, The nominative data that is requested from the Customer is necessary for the processing of his/her order and the preparation of invoices. This data may be communicated to any Chicken Bacon Lettuce partners responsible for the execution, processing, management and payment of orders.

The RGPD privacy and cookie management policy can be viewed in our [Privacy Policy](#).

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## 5. Terms of payment

Payments made by credit card will be made via the STRIPE secure system, which uses the HTTPS protocol so that the information transmitted is encrypted by software and cannot be read by any third party during transport on the network.

An invoice showing VAT and delivery charges will be sent electronically within 5 working days.

The Customer guarantees Chicken Bacon Lettuce that he/she has the necessary authorizations to use the method of payment used when validating the order.

Chicken Bacon Lettuce reserves the right to suspend all order processing and deliveries in the event of refusal to authorize payment by credit card by officially accredited organizations or in the event of non-payment.

Chicken Bacon Lettuce reserves the right to refuse to make a delivery or to honor an order from a Customer who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

## 6. Pricelist

Products are supplied at the current prices shown on the website. [www.chickenbaconlettuce.com](http://www.chickenbaconlettuce.com), when the order is registered by Chicken Bacon Lettuce. All prices are in Euros and include VAT.

These prices are firm and non-revisable during their period of validity, as indicated on the Chicken Bacon Lettuce website. They do not include delivery or shipping costs, which are released according to the amount of the order, invoiced in addition and calculated when the order is placed. The payment requested from the Customer corresponds to the total amount of the purchase, including these charges

## 7. Deliveries

Products ordered by the Customer will be delivered, shipped or collected on the date indicated in the order.

Chicken Bacon Lettuce cannot be held responsible for any delays or alterations to the products caused by the subcontracting companies (La Poste Colissimo, Springare, Mondial Relay) in charge of collecting and/or delivering the products.

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Delivery zones are defined differently depending on the type of product:

- The products presented on the website in the GROCERY section are offered for sale in the following territories: Metropolitan France.
- The products presented on the website in the GOODIES section are offered for sale in the following territories: Metropolitan France.
- The products presented on the website in the LUNCH section are offered for sale in the following territories: Paris - France

## 8. Return and cancellation policy, returns, claims

In accordance with current French law, different policies apply depending on the product purchased and the Customer concerned:

N°	TYPE OF PRODUCT	CUSTOMER TYPE	WITHDRAWAL	RETURN / EXCHANGE	COMPLAINT	CONSERVATION OBLIGATIONS	CANCELLATION
1	<b>GROCERY Dry food products</b>	Customer - consumer	✗ No (Art. L221-28 - perishable goods)	✗ No, except for errors or damage on delivery	✓ Within 48 hours with proof (photos)	Post- delivery customer responsibility (compliance with DLUO/DLC)	✓ Optional and at the discretion of Chicken Bacon Lettuce. It can only be validated if the order has not yet been placed/shipped
2	<b>GROCERY Dry food products</b>	Professional customer	✗ No	✗ No unless specifically contractually agreed	✓ Within 48 hours with photo proof	Post- delivery customer responsibility (compliance with DLUO/DLC)	✓ Optional and at the discretion of Chicken Bacon Lettuce. It can only be validated if the order has not yet been shipped.
3	<b>LUNCH Cooked and fresh food products</b>	Customer - consumer	✗ No (perishable goods excluded from right of withdrawal)	✗ No	✓ Within 48 hours with photo proof	Conservation at 0-3°C - consumption as indicated - otherwise within 12 hours of delivery.	✓ Optional and at the discretion of Chicken Bacon Lettuce. It can only be validated before order preparation (72 hours before delivery).
4	<b>LUNCH Cooked and fresh food products</b>	Professional customer	✗ No	✗ No	✓ In case of apparent defect or major fault within 48 hours with photos	Idem - reinforced duty of care	✓ Optional and at the discretion of Chicken Bacon Lettuce. It can only be validated before order preparation (72 hours before delivery).
5	<b>GOODIES Textile products</b>	Customer consumer	✓ yes - 14 days from receipt	✓ yes - unworn, unwashed, mint condition	✓ Under 14 days of defect or non-conformity found	Conservation in their original condition for return	✓ Optional and discretion of Chicken Bacon Lettuce. It can only be validated if the order has not yet been shipped.
6	<b>GOODIES Textile products</b>	Professional customer	✗ No (unless otherwise specified)	✗ Not unless there is a proven defect or contractual clause	✓ Claim within 48 hours in case of visible defect or non-conformity	Good conservation for proof of non-conformity or restricted use	✓ Optional and at the discretion of Chicken Bacon Lettuce. It can only be validated if the order has not yet been shipped.

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It is the customer's responsibility to check the condition and accuracy of the order and to report any errors immediately. For any request for retraction, return, complaint or cancellation, an e-mail should be sent to [contact@chickenbaconlettuce.com](mailto:contact@chickenbaconlettuce.com). Chicken Bacon Lettuce undertakes to process any claim or request for return within 5 working days of receipt.

*(5) (6) : In accordance with the provisions of articles L.221-18 et seq. of the French Consumer Code, the customer has a period of 14 days from receipt of the order to exercise his right of withdrawal, without having to justify his decision or pay any penalties. To exercise this right, the Customer must notify his or her decision in writing (e-mail or retraction form), then return the product(s) within 14 days of notification of his or her retraction.*

*Products must be returned in their original condition, i.e. unworn, unwashed, undamaged and in their original packaging. Any item not complying with these conditions will not be reimbursed. Return shipping costs are the exclusive responsibility of the customer. The refund, including the price of the original product and the initial standard delivery charges (excluding express deliveries), will be made within 14 days of receipt and verification of the returned products, using the same means of payment as that used at the time of purchase.*

To exercise his right of withdrawal, the customer may use the form attached at the end of the GTC.

## 9. Applicable legal warranties

In accordance with current legislation, non-food products sold to Consumer Customers are covered by the **legal warranty of conformity** stipulated in articles L.217-3 to L.217-20 of the **French Consumer Code**, for a period of **two years** from delivery of the goods. In the event of non-conformity, the Customer may obtain repair or replacement of the product, or, failing this, a price reduction or cancellation of the sale.

All products, whether sold to **consumers or professionals**, are also **covered by the warranty against hidden defects** provided for in **articles 1641 to 1649 of the French Civil Code**.

This warranty entitles the customer to partial or total reimbursement in the event of a hidden defect rendering the product unfit for its intended use.

## 10. Force majeure

Any circumstances beyond the control of the parties preventing the performance of their obligations under normal conditions shall be considered as grounds for exoneration from the parties' obligations and shall result in their suspension.

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The party invoking the circumstances referred to above must immediately notify the other party of their occurrence, as well as of their disappearance.

Force majeure is defined as any irresistible event or circumstance beyond the control of the parties, unforeseeable, unavoidable, beyond the parties' control and which the parties are unable to prevent, despite all reasonable efforts to the contrary. The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the jurisprudence of French courts and tribunals: blockage of means of transport or supply, earthquakes, fires, storms, floods, lightning, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to customers.

The parties will meet to examine the impact of the event and agree on the conditions under which performance of the contract will continue. If the force majeure event lasts longer than three months, the present terms and conditions may be terminated by the injured party.

## 11. Storage, sanitary rules and recipes

For dry products: Chicken Bacon Lettuce undertakes to ensure proper preservation during transport of the goods. After delivery, the customer undertakes to keep the products in good condition (as indicated on the label) and to consume them before the date indicated on the packaging.

For cooked products: Chicken Bacon Lettuce delivers all its products cold and undertakes to ensure that they are well preserved during transport. After delivery, the customer undertakes to keep the products in a cool place (between 0 and 3°C) and to consume them before the best-before date indicated on the product, otherwise within 12 hours of receipt.

Chicken Bacon Lettuce cannot be held responsible for the deterioration of the products due to the negligence of the customer and/or the poor conservation of the products after their delivery.

Chicken Bacon Lettuce cannot be held responsible for any deterioration of the products due to non-compliance with the instructions on the packaging or, failing that, on the website.

Our products are produced in compliance with strict health regulations.

Chicken Bacon Lettuce reserves the right to modify certain ingredients of its ready-made meals at any time, depending on daily supplies, in

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order to offer similar products and avoid allergens. However, should an allergen be included, Chicken Bacon Lettuce agrees to notify the customer by e-mail.

## C/ APPENDICES

Cancellation form:

*Attention Chicken Bacon Lettuce [contact@chickenbaconlettuce.com](mailto:contact@chickenbaconlettuce.com)  
9 rue Victor Segalen, 75020 Paris*

*I hereby notify you of my withdrawal from the contract for the sale of the following item:*

*Related Product(s): .....*

*Ordered on: .... / .... / ....*

*Received on: .... / .... / ....*

*Customer name: .....*

*Customer address: .....*

*Date: .... / .... / ....*

*Consumer's signature: .....*

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