

## TERMS AND CONDITIONS OF SALE KIDSAROUND.COM

Deliveries in in the continental United States

05/05/2025

The sale of items using the site [www.kidsaround.com](http://www.kidsaround.com) published by the French company C.W.F. Children Worldwide Fashion SAS implies unreserved acceptance of the following provisions:

### ARTICLE 1 – THE SELLER

These Terms of Sale are those of C.W.F. Children Worldwide Fashion SAS, a French Company (Société par Actions Simplifiée) whose registered office is 6 rue de la Tisonnière - 85500 LES HERBIERS Cedex (France), and registered with the La Roche Sur Yon Trade and Companies Register under number 421 994 658, intracommunity VAT No: FR 29 421 994 658, (hereinafter referred to as "**CWF**")

**Customer Services Contact: telephone number and postal address are available by clicking the "Contact Us" link in the footer of the Site**

### ARTICLE 2 – PURPOSE AND DEFINITIONS

These Terms and Conditions of Sale (hereinafter the **Terms and Conditions of Sale**) define the rights and obligations of the parties for the sale of goods and services to Customers of the [www.kidsaround.com](http://www.kidsaround.com) website (hereinafter referred to as the **Site**).

The Customer declares having read and accepted the rights and obligations hereunder.

The Customer's attention is also drawn to the specific conditions of sale and use of the electronic gift cards mentioned in Article 13 of these Terms and Conditions of Sale.

#### Other definition:

"Customer" : a natural person placing an Order for the purchase of a product or service on the Site,

"Order": the Customer's commitment to acquire the Products selected by him/her under the conditions described in these Terms and Conditions of Sale.

"Civil Code " or "Consumer Code": French legislation applying to Orders placed on the Site by Customers who are consumers. In the case of Customers who reside in Romania, their equivalent national legislation will apply;

"Products": clothing, fashion accessories and shoes offered for sale to consumers on the Site;

"Services": services associated with the sale of Products on the Site (such as delivery, payment and embroidery). It should be noted that sales of second-hand items offered on the Site are not covered by these Terms and Conditions of Sale.

### ARTICLE 3 – ORDERING AND PRICES

**3.1.** The Customer can order Products and Services via the Site.

**3.2.** By clicking the "Order" button, and after checking the contents of the Order in his/her cart, the Customer declares that he/she fully accepts all of these Terms and Conditions of Sale without restriction or reservation.

In accordance with the provisions of Article 1127-1 of the French Civil Code, these Terms of Sale may be saved by any person visiting the Website by means of a computer download and may be reproduced via printing.

The Site will confirm each Customer's Order and then its shipment by email. Notwithstanding the receipt of confirmation of an Order by the Customer, the Site reserves the right not to carry out (or to partially carry out) any Order for a legitimate reason.

The Site may particularly consider as a legitimate reason not to carry out (or to only partially carry out), any Order:

- that does not comply with these Terms and Conditions of Sale;
- for which the Site may reasonably consider that the Products ordered are not intended for the Customer's own use or the use of his/her family (e.g. for resale).

In case of total or partial refusal to carry out an order based on a legitimate reason, the Site will notify the person who has placed the Order as soon as possible, stating the reason or reasons for the refusal.

It is not possible to cancel the shipment of Products after Orders have been placed on the Site (by clicking the "Order" button). Customers wishing to obtain a refund for an Order placed are invited to return the item free of charge, in accordance with Article 10.

**3.3.** The price of each Product in U.S. Dollars including VAT, is given on in the corresponding product sheet. Prices do not include shipping costs which are charged in addition to the price of the Products purchased. The Customer will be informed of any shipping fees for the Order before its final confirmation

Orders may be subject to customs duties, import taxes, and other fees levied by the destination country. These charges are not included in the Products price or shipping cost, and are the responsibility of the Customer.

The recipient of an international shipment may be subject to such import taxes, customs duties, and fees, which are imposed once a shipment reaches the recipient's country. Additional charges for customs clearance must be fulfilled by the recipient.

By placing an Order, the Customer agree to comply with all applicable laws and regulations of the destination country. Any delays due to customs clearance procedures are not the responsibility of the Site.

**3.4.** Failure by the Customer to comply with his/her obligations under these Terms and Conditions of Sale, in particular regarding any incident related to the payment of the price of an Order, may result in suspension of access to services offered by the Site, without prejudice to any damages that the Site might seek. Consequently, the Site reserves the right to refuse any Order from a Customer with whom such a dispute is ongoing.

In the event of non-standard or malicious returns of Products, the Site may also refuse to fulfil any subsequent order.

#### **ARTICLE 4 – PRODUCT AVAILABILITY**

In the event a Product is unavailable, the Customer will be informed by email of the delivery of a partial Order or cancellation of his/her Order.

#### **ARTICLE 5 – FEES**

The price of the Products purchased is payable in cash, in full, on the day the order is placed by the Customer.

Payment for Products is made by means of a payment card.

The payment cards currently accepted are: CB, Visa, American Express, MasterCard and Paypal.

In accordance with current regulations and to ensure the security and confidentiality of card information, the Site does not store Customer's credit card information.

It is therefore the Customer's responsibility to save and print the payment certificate if he/she wants to retain the transaction information.

## **ARTICLE 6 – SECURITY**

The Site has adopted the SSL (Secure Socket Layer) encoding process and reinforced all scrambling and encryption methods to protect all sensitive data related to payment as effectively as possible. The Site never has access to confidential information relating to the method of payment.

## **ARTICLE 7 – DELIVERY**

### **7.1. Delivery Zone :**

Products will be sent to the delivery address that the Customer provides during the Order process. It is stated that, for technical and logistical reasons, the Customer may receive delivery only in Continental United States only defined as 48 US states and the district of Columbia-but excluding Alaska, Hawaiï, Puerto Rico, Guam, APO/DPO/FPO addresses and other US territories (hereinafter "the Delivery Zone").

It is not possible to place an order for any shipping address located outside this Delivery Zone. For security reasons, the Site will not process any order for which a post office, P.O. box, is provided. All deliveries are notified by email.

When an Order is shipped, the Customer is informed that an original invoice including delivery charges and VAT is available online on the Site in the "My Account" section. Only products actually shipped will be invoiced and charged for.

A delivery note will be available in the parcel, listing the Products actually included in it.

### **7.2. Delivery period**

Delivery shall be made within 6 to 12 business days of confirming the Order of the Product. This period will be indicated in the Order summary and in the delivery tracking section on the Site.

### **7.3. Delivery completed**

Each delivery is considered to have been completed as soon as the Product is made available to the Customer, as represented in the carrier's tracking system.

It is the Customer's responsibility to check the status of packages on arrival and to make any reservations and complaints which appear justified, or even refuse the package. The said reservations and complaints must be communicated to the carrier within three working days of delivery of the Products, with a copy sent to the Site.

### **7.4. Information on delivery terms**

The Customer chooses the shipping method when placing an Order on the Site.

The Customer can check the order status at any time in the "My Account" section.

### **7.5. Delivery Fees**

The Site provides free shipping on orders over \$150. For orders under this amount, a shipping fee of \$15 for deliveries will be charged.

## **ARTICLE 8 – CONFORMITY - DEFECTS**

Upon receipt of an Order, the Customer must check the conformity of the Products received in fulfilment of the order.

In the event of any problem with the delivery (in particular: missing or damaged Products, damaged packages) and in accordance with Article 7.3, the Customer must notify CWF Customer Services immediately.

In case of non-conformity or defect of the Product delivered, the Customer may return it to the Site. The Customer shall follow the procedure under the "Shipping and Returns" section that can be accessed on the Site. The Customer will be refunded the Product price and any delivery costs within 15 days of actual receipt of the returned Product.

All the methods for returns are described in Article 10 below.

## **ARTICLE 9 – CANCELLATION PERIOD**

The Customer has the right to cancel the purchase and return the product(s) delivered.

This right of withdrawal may be exercised within fourteen clear days of the date of receipt of the Products, by using the returns form. To access the returns form, the customer must log in to "My Account" and then go to the "My Returns" section of their personal account.

The Customer must then return the Products subject to cancellation within 14 days of informing the Site of his/her decision to cancel.

The Products must be returned in their original condition, in accordance with the conditions set out in Article 10.

Reimbursement will be made to the Customer using the same means of payment used by the Customer within the period of fourteen days from receipt by the Site of the Customer's decision to cancel. This period may be extended until receipt by the Site of the Products subject to the cancellation.

In the case of a return, delivery costs will not be refunded.

## **ARTICLE 10 – RETURNS BY POST**

Any Products returned by post must be accompanied by a correctly completed return slip available in the "My Account" section of the Site and must be sent using the prepaid return label.

The Customer must satisfy the following conditions for returns to be accepted:

- The Customer must request a "return form" on the Site, by following these steps:
  - Go to "My Account / My Returns", and then
  - Select the relevant Order, and then
  - Select the relevant Products and click "Request return" to receive a return form.
  - Print the entire return form,
  - Place the product(s) and entire return form in a box.

- Print a label from a carrier of your choice, and then affix the label on the package and drop off at a nearby post office. Below is the return address:  
CWF USA LLC  
WeWork c/o CWF Kids Around US  
500 7th Avenue, 8th Floor  
New York, NY 10018
- Products must be returned:
  - properly protected in their original packaging, in perfect condition for resale (unspoiled, unwashed, not damaged or dirty) along with any accessories and documentation and with the label attached to the Product,
  - together with the return form available in the “My Account / My Returns” section once the return request has been made
  - without the Product having been used for any significant period of time (beyond a few minutes), in other words, the Product must not bear any signs of prolonged use exceeding the time necessary for it to be tried on/tested, and must be in a condition suitable for resale
  - in a package on which the Customer must affix the prepaid return label provided by the Site and sent by e-mail.

Please note that any product not purchased on the Site (in particular in Kids Around stores or on a Kids Around partner site) cannot be returned via the Site.

## **ARTICLE 11 – LEGAL GUARANTEES**

### **11.1. Legal guarantee**

All Products on the Site benefit from a guarantee of conformity (Articles L217-3 and seq. of the French Consumer Code) and a guarantee against hidden defects (articles 1641 and seq. of the French Civil Code) according to the rules described hereafter, in case of delivery of a defective or non-compliant product.

The Site undertakes to refund the Customer the price of the Product in the event of delivery of a non-conforming Product or in the event of delivery of a Product with a latent defect.

For any such request, the Customer must contact Customer Services via the “My Account / Contact us” section of the Site.

For the return of Products that are non-conforming or have a latent defect, the Customer must comply with the notification and return procedures described in Articles 8 and 10 above.

### **11.2. Guarantee disclaimer**

Any products that have been modified, repaired, integrated, or added by the Customer are excluded from the guarantee. The guarantee does not cover apparent defects. The guarantee does not cover Products damaged during transport due to non-compliance with maintenance instructions or misuse.

**11.3.** In accordance with article D.211-2 of the Consumer Code, the wording appended to the Code is reproduced below to provide the Customer (the consumer) with general information about the existence and terms of implementation of the statutory warranties that apply to the Products:

“A consumer has a period of two years from the date of delivery of the goods in which to obtain implementation of the statutory warranty of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

The statutory warranty of conformity requires the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The statutory warranty of conformity entitles the consumer to have the goods repaired or replaced within thirty days of their request, at no cost and without any significant inconvenience for them.

If the goods are repaired under the statutory warranty of conformity, the consumer will benefit from a six-month extension of the initial warranty period.

If the consumer asks for the goods to be repaired but the seller insists on replacing them, the statutory warranty of conformity will be renewed for a period of two years from the date of replacement of the goods.

The consumer may either obtain a reduction in the purchase price and keep the goods or terminate the contract with a full refund in exchange for the return of the goods, if:

1° The professional refuses to repair or replace the goods;

2° The repair or replacement of the goods takes place after a period of thirty days;

3° The repair or replacement of the goods causes significant inconvenience for the consumer, in particular where the consumer definitively bears the cost of the return or removal of the non-conforming goods, or bears the cost of installing repaired or replacement goods;

4° Non-conformity of the goods persists despite the seller's unsuccessful attempt to achieve conformity.

The consumer is also entitled to a price reduction or to terminate the contract if the lack of conformity is so serious that it justifies an immediate price reduction or immediate termination of the contract. In that case, the consumer is not required to first request the repair or replacement of the goods.

The consumer is not entitled to cancel the sale if the lack of conformity is minor.

Any period during which the goods are out of use for repair or replacement will suspend the remaining warranty period until such time as the goods are returned in good working order.

The above rights result from the application of articles L. 217-1 to L. 217-32 of the Consumer Code.

A seller who acts in bad faith to impede implementation of the statutory warranty of conformity shall be liable for a civil fine of up to 300,000 euros, which may be increased to a maximum of 10% of the average annual turnover (article L. 241-5 of the Consumer Code).

The consumer also benefits from the statutory warranty against latent defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from discovery of the defect. This warranty entitles the consumer to a price reduction if they keep the goods or to a full refund upon return of the goods.”.

## **ARTICLE 12 - CONDITIONS OF SALE OF EMBROIDERED PRODUCTS**

**12.1** By choosing the embroidered option, an additional cost is added to the initial sale price. The price of the embroidery is indicated on the Product sheet with the option available.

**12.2** The delivery time for embroidered products is extended by three (3) days compared with the delivery time indicated in Article 7.2.

**12.3.** Embroidered products cannot be subject to the right of withdrawal.

No refund or exchange can be made on these embroidered products, except in cases falling within the scope of Article 11.1.

**12.4** The embroidery option may be interrupted, without prior notification, if the embroiderer is unavailable.

## **ARTICLE 13- CONDITIONS OF SALE AND SPECIFIC USE OF ELECTRONIC GIFT CARDS**

This article concerns only the sale and use of gift cards offered on the Site. Unless otherwise specified in the Terms and Conditions of Sale, all the Terms and Conditions of Sale are applicable to the sale and use of gift cards.

### **13.1** Specific conditions of sale of gift cards

In the same Order, the Customer may purchase one or more gift cards, of the same or different face value.

When placing an Order for a gift card, the Customer must provide the contact details of the recipient of the gift card (who may be the Customer) by completing, under his/her sole responsibility, all the fields indicated and adding, if desired, an accompanying personalised message for the recipient. If an Order is placed for several gift cards in the same Order, the online Customer may specify different recipients and different accompanying personalised messages.

The Customer is solely responsible for the information and data (including any personalised messages and email address) that he/she provides to the Site, and undertakes to hold the Site harmless against any claim for money or other request for any reason, whether from a recipient or a third party.

If the Site deems it necessary and to the extent it is possible, the Site reserves the right, at its sole discretion, to delete or modify a personalised message that violates the law or public decency.

It is not possible to use a coupon for payment of gift cards.

Notwithstanding anything to the contrary on the Site, gift cards are not eligible for any price reduction, promotion, or price reduction operation (such as sales).

At the end of the Order process and after confirmation of the receipt of the corresponding payment, the Site shall send an email (to the exclusion of any other means of dispatch) to the recipient of each gift card, including the accompanying personalised message written by the Customer as well as a gift card code that will allow the recipient (after registration on the Site) to Order and pay for Products.

A gift card (in the form of a unique code) is valid for one (1) year from the date of the email to the recipient.

The Site draws the particular attention of the Customer to the importance of the accuracy and validity of the email address of each recipient, given the method of delivery of gift cards, which takes place by email. Therefore, the Site shall not incur any liability for an incorrect or invalid email address, which the Customer expressly accepts. The Customer and/or the recipient may not claim any replacement, refund, or compensation for the gift card in this respect.

### **13.2** Conditions of use for gift cards

Gift cards can be used only on the Site, to the exclusion of any other website or point of sale.

The use of a gift card by its beneficiary implies unreserved acceptance of the Terms and Conditions of Sale.

Gift cards may be used once or several times, until the amount of the card is used up, within the limits of its validity.

The Site may not be held responsible for the loss, theft, destruction, or third party use of a gift card. Gift cards cannot be exchanged or refunded, even if lost or stolen.

## **ARTICLE 14 – PERSONAL DATA**

**14.1** The Site is committed to maintaining the confidentiality of personal data provided by the Customer on the Site and to treat it in compliance with the Data Protection regulation.

**14.2** The Site informs the Customer that the data will be used by its internal departments and/or those of its affiliates and/or by the shops operated under the Kids around and/or the Site's technical service providers:

- to inform the Customer about news and upcoming events by sending information e-mails, postal mail, or text messages,
- to process the Customer's Order,
- to develop and customise communication including sending newsletters, special offers (including contests, games, and such like) and special e-mails as part of Site customisation based on the Customer's stated preferences.
- To collect feedback following an Order in order to assess Customer satisfaction regarding the products and services offered on the Site.

**14.3** The Site informs the Customer that it may also communicate his/her personal data to ensure delivery of Orders by the Site's service providers, for some aspects of customer service, and to carry out customer satisfaction surveys. In addition, the Site may also transfer this information to respond to an order from the judicial or administrative authorities.

**14.4** In addition, in accordance with the Protection of Personal Data, the Customer may at any time exercise his/her right of access to the file, right of objection and right to correct or delete information on him/her by sending a request (indicating his/her e-mail address, name, and postal address) by going to the 'Contact' section of the Site.).

The Customer may object to marketing messages by using the unsubscribe links included in the marketing emails and text messages sent by CWF, or by going to the "My Account" section of the Site.

CWF has a Data Protection Officer (DPO) whom the Customer may contact by email at [contact.dpo@cwf.fr](mailto:contact.dpo@cwf.fr) (other than in order to exercise those rights that should be exercised by contacting Kids Around Customer Services).

The Customer also has the right to contact his/her country's data protection authority to file a complaint against the Site's data and privacy protection practices

## **ARTICLE 15 - FORCE MAJEURE**

The Site will not be liable for total or partial non-performance of its obligations under this contract if such non-performance is attributable to the Customer or due to a case of force majeure (Article 1218 of the Civil Code).

When performance is interrupted for more than 1 (one) month due to force majeure, the parties shall be released from their obligations towards each other.



#### **ARTICLE 16 – MODIFICATION OF THE TERMS AND CONDITIONS OF SALE**

The Site reserves the right to change the current Terms and Conditions of Sale at any time. The version of the Terms and Conditions of Sale in force and applicable on the date of each Order appears in the "Terms and Conditions of Sale" section of the Site.

In the event that any of the terms of the Terms and Conditions of Sale are considered illegal or unenforceable by a court the other provisions shall remain in force.

#### **ARTICLE 17 – APPLICABLE LAW – DISPUTES**

These Terms and Conditions of Sale are governed by and construed in accordance with the laws of France, without prejudice to any mandatory consumer protection laws applicable in the country where the Customer resides.

In the event of any dispute or claim arising out of or relating to the use of the Site or any Order made, the Site encourage the Customer to contact the Kids Around Customer Services to attempt an amicable resolution.

If no amicable solution can be reached, the Customer may bring the dispute before the competent courts of France. However, consumers residing outside France may also be entitled to bring proceedings in the courts of their place of residence and to benefit from any mandatory provisions of consumer protection law that apply in their country.