

General Conditions of the Website

General Conditions of Use of the Website

Please read carefully these general conditions of use (hereinafter, the “GCU”) of the website www.canadagoose.com/fr (hereinafter, the “Website”) related to the use of the Website, the rights, remedies and obligations of the user (hereinafter, “You”).

These GCU relate to the Website as well as all elements contained on the Website such as text, documents, drawings related to clothing or any other product, information about the products, graphic work, copyright-protected works, images, the “look and feel”, photographs, audio and visual content, software, databases and data or any other information present on the Website as may be updated at any time (hereinafter, the “Content”). By accessing and using the Website and its Content, You agree to be bound by the terms of these GCU. The GCU may be amended by Canada Goose (hereinafter “Canada Goose” or “We/Us”) at any time without prior notice, particularly with a view to incorporating the relevant legislative developments. The applicable conditions shall be those in force on the date of access to the Website and/or the Content. **If You do not agree to these GCU, do not access the Website or the Content.**

Consent and Restrictions

Please note that your use of the Website and/or the Content represents your unconditional consent to the respect and mandatory nature of the GCU. Although You can bookmark a specific portion of this Website and thus circumvent these GCU, Your use of the Website and/or Content still binds you to these GCU.

Canada Goose reserves the right to amend, suspend or close the Website and/or any Content without prior notice.

Ownership of the site content, intellectual property and authorized use

The Website, the Content and all intellectual property rights related to the Website and/or the Content are the property of Canada Goose or its affiliates or third parties that have authorized us to disseminate their content.

In this regard, notwithstanding legal exceptions, any download, reproduction, representation, adaptation, translation, and/or conversion, partial or full, or modification, extract or transfer to another site or any other medium shall be strictly prohibited.

Trademarks and distinctive signs

The trademarks “CANADA GOOSE”, “CANADA GOOSE ARCTIC PROGRAM” and “CANADA GOOSE EXPEDITION CLOTHING OUTFITTERS” as well as any other trademark, trade name, logo, slogan, image or distinctive signs belonging to Canada Goose are protected in France and abroad, and cannot be the subject of copies, imitations or any use without the prior authorization of Canada Goose.

You must not use metatags or any other “hidden” text containing the name Canada Goose, the Canada Goose trademarks or the names and trademarks of its affiliates without the express, written agreement of Canada Goose.

Prohibited or Unlawful Use

You represent and warrant that You will not use the Website and/or the Content for any purposes that are unlawful or are prohibited by these GCU. You agree not to transmit your identifiers and passwords to a third party and not to use the Website and/or the Content in any way that could disable, damage, overload, alter or disrupt the use and/or enjoyment of the Website by any person. You cannot make false statements regarding your identity as a user of the Website or submit a false, misleading or deceptive document or information to the Website.

You undertake not to send unwanted or unauthorized advertising or any solicitation, spam or junk mail or gather or collect email addresses or any other contact information from other Website users for the purpose of spam mailing.

You undertake not to perform reverse engineering operations on the Website or use any scraper or crawler robots or any other automated means or interface not provided by Canada Goose for the purpose of accessing the Website or extracting data from it.

You undertake not to reframe the Website or create the appearance of a relationship between You and Canada Goose or of approval by Canada Goose for activities of any kind.

Canada Goose reserves the right, without prejudice to any right or claim against you, to refuse access to the service, terminate your account and/or cancel any orders if Canada Goose concludes that Your use of the Website violates the provisions of these GCU or the law, or is detrimental to the interests of Canada Goose.

Operation of the Website and Liability

We do not guarantee that the Website will be free of anomalies, errors or bugs, or that these may be corrected, or that the Website will operate without interruption or failure, or even that it is compatible with equipment or a specific configuration other than those expressly stated by Canada Goose. We shall not be liable under any circumstances for malfunctions attributable to third-party software.

We will not be liable under any circumstances for any type of foreseeable or unforeseeable, material or immaterial damage (including loss of profit or opportunity, etc.) derived from the use of or total or partial inability to use the Website.

You declare that you are aware of the characteristics and limitations of the Internet, particularly its technical performance, response times for viewing, querying or transferring data and the risks linked to

communications security. You acknowledge that you have checked that your computer set-up does not contain any viruses and that it is in perfect operating condition.

Indemnification

You undertake to fully indemnify Canada Goose, its affiliates, partners and their respective employees, directors and agents, and hold them harmless of any loss, action, claim, damages, costs and prejudice, including reasonable legal and court fees derived from your use of the Website and/or the Content. This stipulation shall remain fully effective and enforceable after the expiration of these GCU.

Monitoring and Review of the Content

Canada Goose can, at any time, monitor and review any information sent or received through the Website or related emails. Canada Goose reserves the right to censor, correct, remove or prohibit the transmission or receipt of any information that We consider to be inappropriate or in breach of these GCU. During the monitoring or review operations, the information referred to may be copied or recorded. Your use of the Website constitutes your consent to these monitoring and review operations.

Links to Third-Party Websites

Since Canada Goose cannot verify all the websites that it points to by means of hypertext links, which merely exist to facilitate your search, Canada Goose cannot be held liable for their content.

By clicking on these hypertext links, You are leaving the Website and these GCU shall no longer apply.

Personal Data Protection

The submission of an order on our internet site means that our [Privacy Policy](#) has expressly been read and accepted.

General

These GCU constitute a contract entered into between You and Canada Goose.

This contract is the entire agreement between You and Canada Goose and replaces all previous agreements related to the purpose of this document.

If Canada Goose fails to exercise all or part of any right, power or privilege to which it is entitled under the terms herein, this cannot be considered as constituting a waiver of such right, power or privilege, which can always be exercised at any time.

If one of the stipulations of this contract is declared unlawful or void by a judge, arbitrator or any other authority, this stipulation shall be redrafted to enable it to apply and the other stipulations of this contract shall remain in force without affecting the validity of the contract as a whole or its legal effects.

Canada Goose may assign or transfer the rights that it holds under this contract to third parties without prior notice.

This contract is governed by French law.

In the case of a complaint, this must be made by letter addressed to the Canada Goose International AG Customer Service, Baarerstrasse 135, CH-6300 Zug, Switzerland, or by email to cgfr@canadagoose.com, in order to seek an amicable solution. Canada Goose undertakes to deal with the complaint as promptly as possible.

If action is brought before a court, this shall fall within the exclusive jurisdiction of the competent French courts.

General Conditions of Sale of the Website

Purpose

The purpose of these general conditions of sale (hereinafter "GCS") is to establish all the methods applicable to all product (hereinafter the "Products") purchases by a customer (hereinafter the "Customer" or "You") made in the online store (hereinafter the "Online Store") available on the website www.canadagoose.com/fr (hereinafter the "Website"). These GCS constitute a contract entered into between the Customer and the Swiss company Canada Goose International AG, with headquarters established at Baarerstrasse 135, 6300 Zug, Switzerland, entered in the Trade Register of the canton of Zug with number CHE-462.165.681, (hereinafter "Canada Goose" or "We/Us").

The Customer and Canada Goose may be referred to hereinafter individually as "Party" or collectively as "Parties".

Application of the GCS

These GCS shall apply to the supply and sale of Products available from the Online Store on the Website. If You do not agree to these GCS, please do not place any orders on the Website. ./p>

The completion of any order (hereinafter the "Order") on the Website is conditional on (i) acceptance of these GCS, (ii) communication of the Customer's personal information, (iii) communication of your bank

details and (iv) confirmation of completed payment for the Products. Online acceptance of these GCS is expressed by clicking on the button “Order and Pay” together with the statement indicating your acceptance of these GCS. You can consult the text of the GCS and save it or print it from the Website at any time.

Since the GCS may be subject to amendment by Canada Goose, particularly with a view to passing on any price changes or changes related to the descriptions or availability of Products. The applicable conditions shall be those in force on the date the Order is placed.

Conditions of Placing an Order

You declare that you are aged 18 or above and have legal capacity or have parental permission to place an Order. You are financially responsible for all Orders placed, both in your name and on behalf of third parties, including minors.

This contract is concluded in French.

You guarantee the truthfulness and accuracy of the information provided by You or any other third party using your data, unless You provide evidence that the information provided by the third party is the result of fraud through no fault of your own and not caused by your negligence.

You can create a personal account on the Website particularly so that you can enter your shipping and invoice addresses for the purpose of future Orders. The creation of such a personal account is not required in order to place an Order on the Website.

Any act that violates these principles may result in refusal by Canada Goose to complete the Order or provide You with the Products.

Description of the Products

The Products offered for sale are those available on the day the Website is viewed by the Customer and limited to the available stocks. Canada Goose reserves the right to withdraw or add Products for sale at any time. In the case of limited stock, placing the Product in your Order cart does not guarantee the availability of a Product when you validate your Order.

The descriptions given for each Product are as accurate as possible, but may not be thorough, and Canada Goose cannot be held liable for this.

Before ordering, ensure that the Products that You plan to buy are compatible with Your intended use. To this end, You can refer to the Product information about the Products provided in the Online Store without this representing any kind of guarantee from Canada Goose concerning the intended use of the Products.

Price

The sale prices displayed for the Products offered for sale on the Website are expressed in euros, inclusive of all taxes (incl. tax).

The prices displayed on the Website do not include the shipping costs, which will be indicated to you before You validate your Order and may vary depending on the type of delivery chosen.

The prices displayed on the Website may be subject to change at any time, but Orders already placed and confirmed by Canada Goose shall not be affected by such changes, save in the case of incorrect prices. In this case, Canada Goose reserves the right to refuse or cancel an Order, and notify You of such a refusal or cancellation as promptly as possible.

Ordering

To choose a Product, the Customer clicks on it and then adds it to his/her cart by clicking on the button "Add to cart". For each Product, the Customer can select the color and size.

Once the Product has been placed in the cart, the Customer can continue to browse on the Website and choose other Products.

Once the chosen Product(s) has/have been placed in the cart, the Customer must validate this cart in order to move on to the Order completion process.

The Customer must then provide the following obligatory information: Last name, first name, email address, telephone number, shipping address, invoice address.

The Customer will then choose a shipping method. The shipping charges will then be applied accordingly.

The Customer can then check that the information related to his/her cart and his/her Order is accurate (Products, addresses, prices, etc.) and, if necessary, amend this information.

The Customer will then enter the requested information depending on the payment method chosen.

Finally, the Customer will click on the button "Order and Pay" as final validation of his/her Order.

Limited quantities and prohibition on purchases by resellers

Canada Goose reserves the right to restrict the quantities of Products available for purchase based on criteria deemed relevant by Canada Goose (for each Client, shipping or invoice address, credit card or Order). We will endeavor to inform You of such a limitation if necessary.

The Online Store is reserved for Customers who are end users of the Products. Canada Goose reserves the right to restrict or prohibit any Order that may be made by a reseller, distributor or merchant or by any person with a view to carrying out a Product resale activity, which is defined as purchasing or planning to purchase Products through the Online Store for the purpose of reselling them to a third party, regardless of whether this is a natural or legal person.

Payment

Canada Goose offers secure payments to Customers.

The payment is made, at the discretion of the Customer, by bank card or via PayPal or via Apple Pay.

For payment by bank card, the Customer shall enter the card type, the name shown on the card, the number of the card used, the expiration date of the card used and the security code shown on the back of the card used.

For payment via PayPal, the Customer will be redirected to the PayPal internet platform to make his/her payment there.

For payment via Apple Pay, the Customer shall select billing and shipping address, shipping method and credit card from wallet to make his/her payment there.

Acceptance, rejection or cancellation of an order

All Orders must be validated and accepted by Canada Goose. Once the Order has been validated and accepted by Canada Goose, We will send You confirmation of the Order by email at the address provided, which formalizes the conclusion of the Product supply contract.

This confirmation email will indicate your Order number and provide a breakdown of your Order.

Delivery

Deliveries can only be made to Customers in the territory of Metropolitan France. The Customer will then be informed of the flat shipping charge.

When placing the Order, the Customer must enter an invoice address. This address will be used for the shipping of the Products after validation of the Order, unless a shipping address different from the invoice address is indicated.

The shipping charges will be calculated automatically when the Order is finalized and indicated prior to its validation. Canada Goose uses DHL services for all deliveries.

Express delivery (1 to 2 days): free of charge

Next Day delivery (1 to 2 days): €20.00

In all cases, the Customer will be given a tracking number for his/her order.

All Products damaged on receipt of the Order must be reported to the carrier concerned, which shall be solely liable for the integrity of the Products during transportation.

You are obliged to check Your Order at the time of delivery. If a problem is identified, You must contact Canada Goose by writing to the following address: cgfr@canadagoose.com or 0800 941 669.

Transfer of Ownership

The transfer of ownership and of the risks associated with the Product shall take place in accordance with the provisions of articles L. 216-4 and L. 216-5 of the Consumer Code.

Right of Cancellation

The Customer has a right of cancellation that he/she can exercise within 30 days of receipt of any Product ordered on the Website.

The Customer will be refunded for the full amount that he/she paid, including shipping charges, in the 14 days following the date he/she communicated that he/she was exercising the right of cancellation. Nevertheless, Canada Goose may delay the refund until it receives the Product(s) concerned or until the Customer provided proof of shipment of the Product(s), with the date used being that which occurs first.

Canada Goose is not obliged to refund additional shipping charges if the Customer expressly chose a more expensive shipping method than the standard shipping method offered by Canada Goose. In this case, Canada Goose will still refund the “standard” shipping charges and the Customer will bear the difference.

Expenses incurred by the shipping of the returned Product(s) when exercising the right of cancellation shall be exclusively payable by the Customer.

When exercising his/her right of cancellation, the Customer must return the Product(s) concerned in the 14 days following the date he/she communicated that he/she was exercising the right of cancellation.

To exercise your right of cancellation, You must notify Us by following the instructions provided in our return policy which can be viewed by clicking on the [link](#), by contacting Us directly in writing at the email address cgfr@canadagoose.com, or by calling 0800 941 669

You must take care of the Products that You wish to return, and not use them or damage them.

In particular, the returned Products must be returned in perfect condition in their original intact packaging with the original label, along with any accessories, manuals, gifts or other items supplied by Canada Goose with the Products, and must be accompanied by a copy of the invoice.

Warranty

Canada Goose provides a warranty for Products purchased by the Customer in France in the Online Store against all faults related to the materials and manufacturing of the Products from the date of their purchase and during the “Product Lifetime”, namely the usual lifetime of the Product (hereinafter the “Warranty”).

If, during the Warranty, a Product purchased in the Online Store presents a manufacturing defect, Canada Goose shall replace or repair, at its own discretion, the Product at no cost.

In accordance with article L. 217-16 of the Consumer Code, if the Customer requests from Canada Goose a refurbishment covered by the Warranty, during the Warranty period granted to him/her at the time of the purchase or repair of a Product, any period of non-use of at least seven days shall be added to the term of the Warranty left to run. This period shall start as of the Customer’s request for intervention or provision of the Product for repair, if such provision comes after the request for intervention.

The Warranty shall not apply to faults or damage caused by the misuse of the Product, an accident, normal wear and tear or damage to the Product or by negligence. Similarly, the Warranty shall not apply if You have removed the inner labels or if the Product has been adjusted or modified in any way.

Canada Goose may decide to repair damage to a Product not covered by the Warranty at the usual cost set by Canada Goose for this service. If Canada Goose agrees to such a repair, We will assess it and send You a repair offer after inspection of the Product and before any repair is undertaken. For all questions related to the Warranty, please contact our Warranty department europa@canadagoose.com.

For more information about our warranty policy, please consult our [Warranty Information](#) page.

Notwithstanding this commercial warranty, Canada Goose, Canada Goose remains bound by the statutory warranty of conformity mentioned in articles L. 217-4 to L. 217-13 of the Consumer Code and the warranty related to defects of sold products, under the conditions set out in articles 1641 to 1648 and 2232 of the Civil Code.

Article L. 217-4 of the Consumer Code

“The seller shall deliver goods in accordance with the contract and shall be responsible for any conformity faults existing at the time of delivery. It shall also be responsible for conformity faults resulting from the packaging, assembly or installation instructions where it has been made liable for this under the contract or such assembly or installation has been done under its responsibility”.

Article L. 217-5 of the Consumer Code

“The goods shall be compliant with the contract:

1. If it is suitable for the use habitually expected of similar goods and, if applicable:
 - if it matches the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model;
 - if it presents qualities that a buyer can legitimately expect in light of the public statements made by the seller, the manufacturer or their representative, particularly in the advertising and labeling;
2. Or, if it presents the characteristics established by the parties by mutual agreement or is suitable for any special use required by the buyer, made known to the seller and which the latter accepted”.

Article L. 217-12 of the Consumer Code

“The action resulting from the conformity defect shall lapse two years after delivery of the goods”.

Article L. 217-16 of the Consumer Code

“When the buyer requests from the seller a refurbishment covered by the warranty, during the commercial warranty period that was granted to the buyer at the time of the purchase or repair of the goods, any period of non-use of at least seven days shall be added to the term of the warranty left to run. This period shall start as of the buyer’s request for intervention or provision of the goods in question for repair, if such provision comes after the request for intervention”.

Article 1641 of the Civil Code

“The seller shall comply with the warranty for hidden defects of sold goods that render it unfit for its intended use, or that impair this use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, if he/she had known about such defects”.

Article 1648 1st subsection of the Civil Code

“Action resulting from hidden defects must be brought by the buyer within a period of two years from discovery of the defect”.

Liability

These GCS determine all of the obligations of Canada Goose. In the event that Canada Goose fails to comply with these GCS, Canada Goose shall be liable for the foreseeable damages that may be caused to You.

Canada Goose cannot be held liable beyond the contractual warranties stipulated in these GCS as well as the mandatory statutory warranties.

No stipulation under these GCS can exclude or limit Your rights under the applicable law. In any case, You are entitled to the statutory warranties, particularly the conformity warranty, as established by articles L. 217-4 et seq. of the Consumer Code, and the hidden defects warranty according to the terms of article 1641 et seq. of the Civil Code.

Any person who is not a party to these GCS shall not have the right to require the application of any condition herein.

We cannot be held liable under any circumstances for any non-performance or improper performance of all or part of the Order, which is attributable to you (fault, negligence) or which is due to the unforeseeable and unavoidable act of a third party not involved in the supply of the Products or which is attributable to a case of Force majeure.

A Case of Force Majeure consists of any act, event, omission or other accident beyond the control of Canada Goose. In particular, Cases of Force Majeure include, but are not limited to, the following situations:

- Strikes and all other social movements;
- Civil unrest, riots, invasions, terrorist attacks or threats of terrorist attacks, war (declared or not);
- Fire, explosions, storms, floods, earthquakes, epidemics, or other natural disasters;
- Inability to use transportation (road, rail, sea, air, etc.) or any other means of public or private transportation;
- Inability to use private or public telecommunications networks.

General

These GCS constitute a contract entered into between You and Canada Goose.

This contract is the entire agreement between You and Canada Goose and replaces all previous agreements related to the purpose of this document.

If Canada Goose fails to exercise all or part of any right, power or privilege to which it is entitled under the terms herein, this cannot be considered as constituting a waiver of such right, power or privilege, which can always be exercised at any time.

If one of the stipulations of this contract is declared unlawful or void by a judge, arbitrator or any other authority, this stipulation shall be redrafted to enable it to apply and the other stipulations of this contract shall remain in force without affecting the validity of the contract as a whole or its legal effects.

Canada Goose may assign or transfer the rights that it holds under this contract to third parties without prior notice.

Applicable Law and Compotent Courts

These GCS and all Orders placed on the Website shall be governed by French law.

In the case of a complaint, this must be made by letter or by email sent to the Customer Service Department using the details indicated in article 17 in order to seek an amicable solution. Canada Goose undertakes to deal with the complaint as promptly as possible.

If action is brought before a court, this shall fall within the exclusive jurisdiction of the competent French courts.

Customer Service Department

For all requests related to Canada Goose, the Website or the Products, You can contact the customer service department by mail at the following address:

Canada Goose International AG
Customer Experience
Baarerstrasse 135
CH-6300 Zug

Or by email at cgfr@canadagoose.com.