

GENERAL CONDITIONS OF USE

Welcome to the Groupe Batteur Cosmetic Contract Manufacturing website! (“the Website”)

If you want to use our Website and visit our different pages presenting our products devoted to beauty and well-being, you must have read and accepted the General Conditions of Use below (hereinafter “GCU”).

Use of the Website is governed by these GCU, completed by the “Personal Data and Cookies” Policy. You will be able to consult the most recent version of these GCU at any time at the following address: <http://www.groupebatteur-ccm.com/>

GCU last updated: 11/12/2017.

1. LEGAL INFORMATION

Website editor:

The Website Groupe Batteur Cosmetic Contract Manufacturing to which you are currently connected is produced and edited by: LABORATOIRES GILBERT
CAEN Trade and Companies Registry no. 306 062 944 with share capital of 5,048,000 Euros, the head office of which is located at
Avenue du Général de Gaulle, 14200 Hérouville Saint Clair
02 31 47 15 15 - web@labogilbert.fr
Publication Director: Cédric Batteur.

Website host:

The Website is hosted by society OVH located at 2 rue Kellermann Roubaix (59100) France
Contact: 09 72 10 10 10.

2. WEBSITE PRESENTATION

This Website is accessible on the Internet via the URL www.groupebatteur-ccm.com. It aims to present our ranges of products and content devoted to our Groupe Batteur Cosmetic Contract Manufacturing brand. You can find general information about our products there. This Website does not offer the online sale of our products and does not provide any interactive functions.

3.2 Brands

All the brands or logos appearing on the Website are the property either of LABORATOIRES GILBERT, or a company of the group to which LABORATOIRES GILBERT belongs, or its service providers, partners or suppliers. Any use, in whatever manner, of these brands and/or logos and/or any other Content is subject to the express authorisation of LABORATOIRES GILBERT or the holder of the intellectual property rights concerned.

The Website's users are forbidden from making any use whatsoever of the Groupe Batteur Cosmetic Contract Manufacturing brand and, more generally, from adversely affecting the intellectual property rights of LABORATOIRES GILBERT and/or any company of the group to which LABORATOIRES GILBERT belongs.

LABORATOIRES GILBERT reserves the rights to request the removal of any link that transfers users to a Website which has not been or which is no longer authorised and which is detrimental to it and/or any company of the group to which LABORATOIRES GILBERT belongs.

4. LIABILITY

4.1 Access and functioning of the Website

Any user of the Website is personally responsible for setting up the computer and communication resources that allow access to the Website and the knowledge required for using the Internet and accessing the Website. The user is responsible for covering the connection and equipment costs for access to the Internet and for using the Website, according to the terms and conditions defined by the access providers and/or their electronic communication operators.

The user is aware of the risks of pagejacking and contamination by viruses circulating on the Internet. LABORATOIRES GILBERT may not be held liable for these types of malfunctions or for any interruptions in Internet communications.

It is recalled that the fact of fraudulently accessing or remaining in an IT system, hindering or distorting the functioning of such a system, fraudulently introducing or altering data in an IT system, constitute offences that are liable to criminal penalties.

4.2. Limitation of liability

LABORATOIRES GILBERT endeavours to ensure the accuracy and updating of the information shown on this Website, and reserves the right to amend the content or presentation of this Website at any time and without notice. It cannot, however, guarantee the comprehensiveness or absence of amendment by a third party (intrusion, virus).

In this respect, the liability of LABORATOIRES GILBERT may not be incurred for any indirect damage whatsoever.

LABORATOIRES GILBERT may not be held liable for any decision taken on the basis of information contained on this Website, or for the use that may be made of it by third parties and declines in particular its liability as a result of the communication of confidential information on the internet.

LABORATOIRES GILBERT may not be held liable for elements beyond its control and for damage that may be caused to the technical environment of any user and, in particular, your computers, software, network equipment (modems, telephones) and any equipment used to access or use the service and/or data.

Any person wishing to obtain one of the products or services present on the Website should contact LABORATOIRES GILBERT in order to find out about the availability of the service or product and the contractual terms and conditions and prices applicable.

The Website may contain hypertext links to other websites. LABORATOIRES GILBERT does not control the accuracy of the information found there or its content. Consequently, LABORATOIRES GILBERT may not be held responsible for any damage resulting from the use, access to, or inability to use the information or content of other websites.

LABORATOIRES GILBERTS is not required to carry out controls of the quality, lawfulness, veracity or accuracy of the information published on the pages which are accessible via these hypertext links.

5. PERSONAL DATA

LABORATOIRES GILBERT collects and processes the personal data of the Website's users who choose to complete the contact form to obtain additional information about the company's products and services. The provisions concerning the processing of this data are described in the Website's "Personal Data & Cookies" Policy which we invite you to read closely. The personal data collected by LABORATOIRES GILBERT is processed, saved and stored in accordance with the legal provisions in force in France.

In accordance with the French Data Freedom Act of 6 January 1978, users have the right to access, rectify, delete or oppose any personal data. These rights may be exercised in accordance with the provisions of our "Personal Data and Cookies" Policy.

6. AMENDMENT OF THE GCU

LABORATOIRES GILBERT reserves the right to modify all or part of the GCU in order to adapt them to changes in its operations and/or changes in legislation. In this case, LABORATOIRES GILBERT undertakes to invite users to consult the changes made.

7. APPLICABLE LAW AND COMETENCE

The GCU are subject to French law. In the case of a dispute, the parties are committed to try to reach an amicable solution. Failing this, the French courts are competent for settling disputes which may arise between the parties concerning the implementation of these terms and conditions.

For further information, you may contact us at the following address: web@labogilbert.fr