

DIPTYQUE

PARIS

Purchase Terms and Conditions

Last updated: 22 November 2024

1. General

Genesis Retail Pty Ltd (ABN 95 677 830 527), trading as Diptyque Boutique ('**Genesis**', '**we**', '**us**' or '**our**') is an authorised retailer of Diptyque products and operates official Diptyque Boutique stores. These terms and conditions, our [Privacy Policy](#), any other terms and conditions and policies (such as our [Returns and Exchanges Policy](#)) (collectively, '**Terms**') and any applicable laws or regulations govern the purchase (or proposed purchase) of any products from Genesis.

You should read these Terms carefully before purchasing any products from Genesis. We encourage you to contact us at chadstone@diptyque.com.au if you have any questions in relation to these Terms. By purchasing a product from Genesis, you acknowledge that you have read, understood, and agreed to these Terms.

If you purchase any products from Genesis on someone else's behalf, you represent that you have the authority to do so, and accept these Terms, on their behalf.

2. Modification

We may modify or remove any part of these Terms at any time, or upon notice as required by law. If we elect to modify these Terms, we will provide you with written notice if there are significant changes and update the date set out above. Any changes are effective immediately and your continued purchase of products thereafter constitute your acceptance of any changes to these Terms. If you do not agree to any change, then you must immediately stop purchasing any products.

You should read and carefully consider these Terms before purchasing any product from Genesis.

The Terms that will apply to the purchase of any products are the Purchase Terms and Conditions that apply at the time you purchase that product.

3. Payment and Personal Information Security

We accept VISA, Mastercard, and AMEX. Genesis takes security seriously, and your information security while shopping with us is a priority.

We've taken all reasonable measures to ensure a secure purchase environment, we use technology and industry standard encryption, so that your personal and payment details are kept safe at all times.

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We may use your personal and payment details to perform credit checks. Where necessary, we may exchange information with third parties (e.g., card number) for identity verification, card validation, and authorising transactions. To protect you and your bank, we implement fraud detection measures, such as monitoring transactions and verifying purchases. If your payment method triggers our fraud prevention protocols, we may be unable to process and may cancel your purchase.

4. Privacy Policy

From time to time, we will collect your personal details so you can continue to enjoy the best experience possible. For more information about how we manage your personal details you can view our full [Privacy Policy](#).

5. Intended Use

By making a purchase, you agree to use the products only for their intended purpose and always in accordance with their instructions, guidelines, precautions and warnings. If you use the products for any other purpose, you will assume full responsibility for any loss or damage arising out of such use. You should always check the ingredients for products to avoid potential allergic reactions.

By making a purchase you acknowledge that:

- we do not diagnose any diseases, illnesses, conditions, ailments or any other medical, health, physical or mental disorders and that you are responsible for consulting a medical professional for any health or medical concerns that you may have; and
 - you are proceeding with the order at your own risk, to the extent permitted at law.
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6. Liability

To the fullest extent permitted by applicable law, neither Genesis nor you will be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or loss of profits, loss of revenue loss of data, loss of goodwill, arising out of or related to the ordering process, the products purchased, or use (or non-use) thereof, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if the party had been advised of the possibility of such damages and in no event shall a party's maximum aggregate liability exceed AUD\$1,000.

7. Relationship

No agency, partnership, joint venture, employment or franchisor-franchisee relationship is intended or created between you and us by these Terms.

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8. Force Majeure

Neither party will be responsible for any delay, suspension or failure arising out of any circumstances outside of its reasonable control, including acts of God, governmental actions, including any government imposed shutdown or closure, a change in applicable law, riots, vandalism, strikes, lockouts or other labour difficulty, war or national emergency, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), acts of terrorism, fire, explosion, flood or other natural disaster, inability to obtain any necessary materials, equipment, facilities or services, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network and failure or shortage of power supplies or other essential utility.

9. Applicable Law

These Terms are governed by the laws of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia.

10. No Waiver

Any failure to enforce any of our rights does not constitute a waiver of those rights.

11. Severability

Any part of these Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.

12. Contact

If you have any questions regarding these Terms, please contact us at chadstone@diptyque.com.au.