

GENERAL TERMS AND CONDITIONS OF SALE
WEBSITE: WWW.TOWNHOUSEWORKSHOP.COM

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PREAMBLE

Article 1. Parties

Between the undersigned:

1° The simplified joint stock company **WORK/SHOP** with a capital of 8 000 Euros, registered in the Paris Trade and Companies Register under number 833 786 189, whose registered office is located 94 avenue Henri Martin 75016 Paris, and whose VAT number is FR 82 833786189.

Hereinafter referred as the "**Seller**",

On the one hand,

And

2° Any individual, who is not a merchant, browsing and/or wishing to make a purchase on the Seller's website.

Hereinafter referred as the "**Buyer**",

On the other hand,

It has been agreed as follows:

Article 2. Object

The Seller's activities include the online sale of fashion items and related accessories (hereinafter referred to as the « **Products** »).

The Buyer and the Seller agree that their relationship concerning the website use www.townhouseworkshop.com (hereinafter referred to as the « **Website** ») shall be exclusively governed by:

- These General Terms and Conditions of Sale shall prevail over any other conditions, any other version or document;
- The Legal Notices;
- Applicable laws and/or regulations.

The General Terms and Conditions of Sale are made available to the Buyer on the Seller's Website.

The buying of a Product on the Seller's Website implies the Buyer's unreserved knowledge and acceptance of these General Terms and Conditions of Sale in force on the day of the placing of the order or of the preorder, the conservation of these General Terms and Conditions being ensured by the Seller.

The Buyer undertakes to respect the destination of the Website and not to make use of the Website to divert it from the purpose of selling Products online.

The Seller may amend these General Terms and Conditions of Sale at any time.

If any changes are introduced, the applicable General Terms and Conditions of Sale shall be those in force on the date of the Buyer's order or preorders. At the Buyer's request, a dated copy of the General Terms and Conditions of Sale may be provided by the Seller.

The fact that the Seller does not claim the application of a provision of the General Terms and Conditions of Sale or accepts its non-performance, whether permanently or temporarily, shall not be interpreted as a renunciation by the Seller of any of its rights under the said provision.

These General Terms and Conditions of Sale were updated on January 14, 2019. This edition supersedes and replaces previous versions.

Article 3. Définitions

- **Seller** refers to the simplified joint stock company **WORK/SHOP**, with a capital of 8,000 Euros, registered in the Paris Trade and Companies Register under number 833 786 189, whose registered office is located 94 avenue Henri Martin 75016 Paris.
- **Buyer** refers to any non-commercial individual browsing the Site and wishing to make a purchase on it.
- **Product** refers to any product offered on the Website, within the limits of available stocks. The photographs cannot ensure a perfect similarity with the offered product.
- **Delivery** refers to the transfer to the Buyer of the physical possession or control of the Product ordered by the Buyer on the Website.
- **Website** refers to the infrastructure developed by the Seller accordingly with the formats available on the Internet including several types of data, and notably text, sound, still or animated image, video, database, for the purpose of being consulted by the Client to know the Goods and buy them (www.townhouseworkshop.com).
- **Internet** refers to the several world-wide server networks, linked together through a communication network, and communicating through a specific protocol known under the name TCP/IP.

CONVENTION

Article 4. Price

The selling price of the offered Products on the Website are indicated in euros inclusive of all taxes (VAT and other taxes applicable on the day of the order or of the preorder), unless otherwise indicated and excluding processing and shipping costs.

All orders and preorders are payable in euros (€).

Any change in applicable VAT rate or exchange rate shall be reflected in the price of the Products.

If one or more taxes or contributions are created or modified, either upward or downward, this change may be reflected in the selling price of the Products on the Website.

In the event of an order or an preorder is placed outside metropolitan France, the Buyer shall be considered as the importer of the Product ordered or preordered, customs taxes or local taxes or import taxes or state taxes may be charged to him.

These taxes are the sole responsibility of the Buyer, both in terms of declarations and payments to the relevant authorities.

Before the validation of the order or of the preorder, the Seller is entitled to modify at any time the prices of the Products offered for sale on the Website.

The Product will be invoiced by the Seller to the Buyer on the basis of the price applicable at the time of validation of the order or the preorder and the availability of the Product.

The Seller shall regularly check the accuracy of the prices indicated on the Website but may not guarantee the absolute accuracy of the prices. If an inaccuracy in the price of a Product occurs, the Seller shall provide the Buyer with the option to reconfirm the Product order or preorder at the right price or to cancel the order or the preorder. In case the Seller is not able to contact the Buyer, the order or the preorder will be considered as cancelled.

Article 5. Ordering

The Buyer can order products directly from the Website.

The Products are in compliance with the French law in force when ordered by the Buyer.

The Buyer is not required to create a client account to order online on the Website.

However, when ordering, the Buyer has the possibility to create a client account.

If the Buyer does not have such client account, the Buyer is required to fill in a form each time a new order of Products is placed on the Website containing several mandatory personal data that are strictly necessary for the processing of the order.

The confirmation of the order implies the acceptance of the present General Terms and Conditions of Sale, the price and the description of the Products offered for sale on the Website.

The Seller undertakes to honor the orders received on the Website only within the limit of available Products stock. If a Product is not available, the Seller undertakes to promptly inform the Buyer. Then, the Good order and the reimbursement will be performed.

The Seller undertakes to provide the Buyer, by email, the order confirmation of receipt including:

- a list of the Goods ordered and their references;
- the price of the Goods;
- the quantity of the Goods to be delivered;
- the date of the order;
- the delivery price;
- the payment method chosen by the Client; and
- the mention that the Client benefits from a withdrawal period.

The Buyer shall promptly check the content of this confirmation receipt and notify the Seller immediately of any error or omission.

The lack of response to the order confirmation receipt constitutes acceptance thereof and of the GTC by the Buyer.

Information relating to the confirmation of the order and these General Terms and Conditions of Sale on the Internet shall be available on the Website.

Article 6. Preordering

The Buyer can preorder Products before their release or availability for ordering on the Website.

The preordering gives Buyer access to the Product as soon as it is released or available for ordering on the Website.

The Buyer is not required to create a client account to preorder online on the Website.

However, when preordering, the Buyer has the possibility to create a client account.

If the Buyer does not have such client account, the Buyer is required to fill in a form each time a new preorder of Products is placed on the Website containing several mandatory personal data that are strictly necessary for the processing of the preorder.

The confirmation of the preorder implies the acceptance of the present General Terms and Conditions of Sale, the price and the description of the Products offered for sale on the Website.

Preordered Products are paid by the Buyer according to a payment method different from that of orders since:

- 50% of the price of the Products is required from the Buyer upon confirmation of the preorder;
- 50% of the price of the Products is required from the Buyer at the time of Delivery of the Products. The buyer will have the choice to pay the rest of the order with the same payment

method as the preorder or will be able to change it. If the buyer wants to change, the vendor needs to be informed by email.

The Buyer may decide to pay 100% of the price of the Product upon conformation of the preorder.

The Seller cannot guarantee the Buyer the delivery date of the pre-ordered Product accurately.

The Seller undertakes to honor the preorders received on the Website only within the limit of available Products stock.

If a Product is not available, the Seller undertakes to promptly inform the Buyer. Then, the Good preorder and the reimbursement will be performed.

The Seller undertakes to provide the Buyer, by email, the order confirmation of receipt including:

- a list of the Goods preordered and their references;
- the price of the Goods;
- the quantity of the Goods to be delivered;
- the date of the preorder;
- the delivery price;
- the payment method chosen by the Client; and
- the mention that the Client benefits from a withdrawal period.

The Buyer shall promptly check the content of this confirmation receipt and notify the Seller immediately of any error or omission.

Information relating to the confirmation of the order and these General Terms and Conditions of Sale on the Internet shall be available on the Website.

Article 7. Validity of the order and the preorder

According to Article 5, any Buyer who has no client account, is required to fill in a form to every new Products order or preorder.

The Buyer having a client account must indicate its client account and password at the moment of the Products order or preorder on the Website. Otherwise, the Buyer shall also have to fill in a form to order or preorder on the Website.

In any case, the communication of the credit card number online and the confirmation of the order or the preorder and its payment constitute proof of the whole order or preorder.

In the event of fraudulent use of a Buyer's credit card, the Buyer shall, at soon as possible, contact the client services of the Seller by email to hello@townhouseworkshop.com to notify the Seller of such fraudulent activity.

The data stored on the systems of the Seller constitutes valid evidence of the orders or preorders made by the Client. The data on computer or electronic devices constitutes valid evidence and are admissible as such under the same conditions and with the same probative value than any document that would be drafted, received and kept in writing.

The Seller has the right to refuse all orders or preorders for which the price is incorrect, in particular when the price of orders or preorders is disproportionate.

Purchase orders or preorders and invoices are stored on a reliable and long-lasting device.

The order or preorder may be cancelled by the Buyer in the following cases:

- Delivery of a Product that does not comply with the declared characteristics on the Website;
- Delivery exceeding the time-limit set in the order or in the preorder or, in the absence of such time-limit, within thirty days following the conclusion of the contract, after the Seller has been instructed, under the same conditions and without result, to complete the Delivery within a reasonable additional time limit;
- Price increase not justified by a technical modification of the Product imposed by the public authorities.

The order or the preorder may be cancelled by the Seller in the following cases:

- Refusal by the Buyer to take Delivery;
- Non-payment of the price by the Buyer on the date of Delivery.

Article 8. Delivery

Article 8.1. Delivery mode

Deliveries of the Products are performed at the rate in force on the day of the order or the preorder by:

- La Poste ;
- Chronopost ;
- UPS ;
- Relay.

Deliveries are shipped to the Buyer at the delivery address indicated on the order or the preorder form.

The Buyer must therefore provide its address and postal code very precisely as well as any other information relevant to the Delivery without using any abbreviation.

For any order or preorder exceeding two hundred euros (200 €), delivery charges are offered by the Seller if you are in France, Monaco, Andorra, Belgium, Germany, Luxembourg, Netherlands, Austria, Spain, Ireland, Italy, Portugal, United-Kingdom, Denmark, Estonia, Poland, Switzerland, Sweden, Croatia, Greece, Iceland, Maghreb, Malta, Norway, Turkey, Romania.

After any shipment of Products, the Seller shall forward to the Buyer a shipping confirmation email and a shipping number to track the order or the preorder.

The Buyer will be informed of the delivery time of the order or of the preorder:

- When ordering or preordering on the Website;
- In the order or the preorder confirmation email.

In the event of the Buyer's absence during the Delivery, a Delivery notice shall be left to the Buyer to collect his order or his preorder at the nearest post office.

Packages are kept by the post office for fifteen (15) calendar days, beyond this period, the packages shall be returned to the Seller.

The Buyer may request the Seller to be delivered by any other means of his choice.

In this case, the Seller reserves the right to:

- Refuse to comply with the Buyer's request;
- Apply additional delivery charges to the Buyer's expense.

In case of Delivery of the Products by a Delivery mode different from the one offered by the Seller, the entire Delivery risk is transferred from the Seller to the Buyer at the moment of the Products' Delivery to the Delivery Service of the Buyer's choice.

Article 8.2. Delivery time

Product Deliveries are made within forty-eight (48) to seventy-two (72) hours in France (excluding CORSE, DROM-COM), and within seventy-two (72) to one hundred and sixty-eight (168) hours in the rest of the European union (excluding RUP-PTOM), after shipment of the Products from Monday to Saturday morning, except on public holidays.

The Product delivery times indicated on the Website when ordering or preordering the Products and when confirming the order or the preorder are indicative.

Delivery of the Products by the Seller shall be made no later than thirty (30) days from the confirmation of the order or the preorder, unless the Products are unavailable or in the event of a case of force majeure.

Article 8.3. Unavailability of the Products

In case the Seller cannot deliver the ordered or preordered Goods because of a sudden unavailability of the Goods, even temporary, the Seller will inform the Client by email at the latest seven (7) days after the delivery date indicated by the Seller at the time of the order or the preorder placement.

The Seller may offer comparable goods to the Client, which the Client is free to accept or not. If the comparable good is not accepted by the Client, the costs of return will be borne by the Client.

Article 8.4. Damage during Delivery

In the event the packaging is damaged, the Client shall immediately point out the potential damages to the packaging and/or Goods. In the event that there is an error in the number of parcels, or the non-conformity of the Goods as set out in the delivery note, the Client shall immediately point out such error. After signature of the bill of delivery, the Client may not make any claim as regards the exterior aspect of the delivery or the quantity of the Goods.

The delivery of the goods must be performed in the presence of the Client or a person expressly designated by the Client at the address of the recipient indicated in the order or in the preorder.

At the time of delivery of the Goods the Client must verify:

- (i) that the number of delivered parcels matches the indication of the shipment document and the invoice; and
- (ii) that the packaging is intact, not damaged, not wet or altered in any manner whatsoever, including the material used to close the parcel.

Article 8.5. Delivery outside the European union

In the case of Deliveries outside the European Union, the Delivery times after shipment of the Products by the Seller may vary according to the countries concerned.

The Seller shall inform the Buyer of these Delivery times when the order or the preorder is placed and when the order or the preorder is confirmed.

When the Buyer orders or preorders Goods on the Website to be delivered outside of the European Union, it may be subject to import taxes and obligations, such import taxes shall be payable by the Buyer. The Buyer shall be responsible for any custom tax or additional taxes payable on the Products.

The customs regulations vary a lot from one country to the other, the Buyer shall contact the local custom services for more information. Moreover, when the Buyer places an order or a preorder on the Website, the Buyer shall be considered to be the official importer of the Products and must comply with all laws and regulations of the country in which the Buyer receives the Products.

Article 9. Vintage Products

The Seller offers for sale Vintage and/or second-hand Products referenced as such on the Website.

Due to their nature, these Vintage and/or Used Products may not have descriptive tags indicating their composition, size and/or maintenance.

These Vintage and/or second-hand Products may also contain some defects which the Seller will do its best to accurately describe on the Website.

Article 10. Right of withdrawal

If the Client is not satisfied with the Goods, he can invoke their right of withdrawal, within fourteen (14) days from the date of delivery of the Goods, without giving any justification.

In the event the Client wishes to return the Goods, the Client must notify the Seller of its decision to withdraw by writing to the Seller to indicate that the Client wishes to return the Goods, by email to the following address hello@townhouseworkshop.com

The return request will be confirmed by the seller to the customer by email. The customer shall follow the procedure mentioned into the confirmation of the email.

A standard withdrawal form is attached to these General Terms and Conditions of Sale. Its use by the Buyer is not mandatory but is recommended in case of prior notification to the Seller's customer service at the email address indicated above.

The Client must return the Goods within the fourteen (14) day period after the delivery of the Goods if the Client decides to return the Goods. After 14 days, the sale is final.

The Good must be returned in a mint condition and with no deterioration or damage. The Seller has no obligation to accept the return of the Goods in the event the Goods are not in a mint condition or are damaged or have been deteriorated.

The Client shall bear the costs of return as well as any taxes applicable and risks. Return is free-of-charge if the order was placed from France/Monaco.

The Product must be returned in registered parcel.

Products returned for cash on delivery or without a return number will be refused by the Seller.

Returns are made to the following address:

WORK/SHOP
94 avenue Henri Martin
75116 Paris

In case of valid withdrawal, the Seller will reimburse the Client, within fourteen (14) working days from the date of receipt of the returned Goods, of all sums paid, including the original shipment costs for the Goods.

At the Buyer's choice, the Products can be refunded in cash or credit notes.

In case of cash refund, the refund will be made using the same means of payment as the one used by the Buyer in the initial transaction, unless the Buyer expressly agrees to use another means of payment and insofar as the refund does not entail any costs for the Buyer.

The Seller is not required to refund the additional costs if the Buyer has expressly chosen a more expensive shipping method than the standard delivery method offered by the Seller.

Article 11. Exclusion of the right of withdrawal

The right of withdrawal cannot be invoked, unless the Parties agree otherwise, for Products created especially for the Buyer or Products which have been customized.

For reasons of hygiene and health protection of the Buyers, the right of withdrawal is excluded for cosmetic and underwear.

Article 12. Payment methods

The prices of the Products on the Website are indicated in Euros (€).

The prices include the applicable VAT on the day of the order or of the preorder. These prices do not include Delivery costs.

Any change in the VAT amount applicable or the exchange rates shall be reflected in the price of the Products.

If one or more taxes or contributions are created or modified, upwards or downwards, this change shall be reflected in the price of the Products on the Seller's website and in the sales documents.

The Seller may change its prices at any time and guarantees to the Buyer that the price applicable on the day of the order or the preorder will be applied.

The Seller undertakes to check periodically that all prices indicated on the Website are correct, however, the Seller does not guarantee the absence of errors in the prices on the Website.

Should there be an error in the price of a Product, the Seller will give the Client the option to reconfirm the purchase of the Product at the correct price or to cancel the order or the preorder. In the case the Seller is incapable of contacting the Client, the order or the preorder will be considered as cancelled.

The Client shall pay online per order by credit card (Carte Bleue, e-carte bleue, Visa, Eurocard, Mastercard) or other direct bank payments (PayPal or iDeal).

The Seller remains the owner of the Goods until full payment by the Client has been received by the Seller.

The risk of loss and damage to the Product shall be borne by the Buyer once the Product has been delivered or once the Product is handed over to the carrier responsible for the Delivery when the Buyer decides to use a method of delivery other than the one offered by the Seller.

The Seller has opted for the 3-D Secure payment system, which allows Sellers to limit the risk of Internet fraud related to identity theft attempts. It consists in ensuring, during each online payment, that the card is used by its cardholder.

In the event that the Seller or the 3D Secure system detects abnormal activity on the Buyer's customer account, the order or the preorder will be immediately blocked.

The Buyer may then be required to provide the following information in order to regularize his situation:

- A proof of residence;
- A copy of an identity document;
- A copy of the payment card with the same name as the card used for ordering or preordering.

Article 13. Warranties

Article 13.1. Warranty against hidden defects

The Seller warrants that there are no hidden defects in the Products which make the Products unfit for the purposes for which they were intended.

Any action by the Buyer against the Seller resulting from hidden defects must be brought within two (2) years of from the discovery of the defect.

Article 13.2. Warranty of conformity

The Seller warrants that the Products will be in conformity with the contract and will be responsible for conformity defects at the time of the Delivery.

Any action by the Buyer against the Seller resulting conformity defect must be brought within two (2) years of from the discovery of the conformity defect.

Article 14. Personal data

The Seller shall use commercially reasonable means to protect the confidentiality and secure the data communicated on the Website.

The personal information of the Clients is collected by the Seller in conformity with the Regulation (EU) 2016/679 of the Parliament and the Counsel of April 27, 2016, the law No.78-17 of January 6, 1978 pertaining to information technology, files and freedoms, and law No. 2016-1321 of October 2016 for a Digital Republic.

The Data Protection Policy applied by the Seller is available on the Website under the thumbnail "Privacy Policy".

Article 15. Responsibility

The Seller, throughout the entire online sales process, is only bound by an obligation of means.

The Seller is not responsible for the representation of the Products. The Buyer is not allowed to visualize them completely or in an accurate manner.

The Seller undertakes to describe the Products with accuracy and / or show a picture of the Products sold on its Website.

The Seller is not responsible in case its obligations are not fulfilled because of an unforeseeable and insurmountable action of a third party or a case of force majeure.

Article 16. Force majeure

Neither Party is responsible or liable to the other Party if the performance of the contract is delayed or prevented because of a case of force majeure, action of the other party or of a third party or external reasons such as social conflicts, interventions of civil or military authorities, natural hazards, fires, flooding, interruption of the telecommunication network or electric network.

Article 17. Intellectual property

All elements of the Seller's Website, whether visual or audio, including software, all intellectual property rights such as trademarks, service marks, shape marks and copyrights are the exclusive property of the Seller.

Unless otherwise specified, the intellectual property rights in the documents included on the Website and each of the elements created for this Website are the exclusive property of the Seller, who does not grant any license or any right other than the right to consult the Website.

The reproduction of any page or content of this Website must be approved by a prior written authorization from the Seller.

The reproduction of any documents on the Website is authorized solely for information purposes, for personal and private use, any reproduction and use of copies made for other purposes are strictly prohibited.

It is prohibited to use trademarks, images or any other element on which the Seller holds intellectual property rights.

It is also prohibited to copy, modify, create a derived work, reverse the design or assemblage or in any other way attempt to find the original source code (except as provided by law), sell, attribute, sublicense or transfer in any way any rights relating to the software.

It is also prohibited to modify the Website or use modified versions of the Website and in particular (without this list being exhaustive) to obtain unauthorized access to the Website and to access the Website by any means other than through the interface provided by the Seller for this purpose.

The Site and any software necessarily used in connection with it may contain confidential information protected by current intellectual property rights or any other law.

The Buyer who has a personal website and who wishes to place, for personal use, on his website a link directly to the Seller's website, must request prior written authorization from the Seller.

In any case, any unauthorized links must be removed at the Seller's request.

Article 18. Archiving and proof

The archiving of purchase orders or preorders and invoices is carried out on a reliable and durable support to ensure a faithful and durable copy.

The Seller's digital records shall be considered as proof of communications, orders, preorders, payments and transactions between the Parties

Article 19. Litigation

In the event of a conflict with the Seller, the Buyer must first contact the Seller's customer service department by e-mail hello@townhouseworkshop.com or mail (94 avenue Henri-Martin, 75016 Paris, FRANCE).

In the event of failure of the claim to the Seller's customer service or in the absence of a response within two months, the Buyer may submit the dispute with the Seller to a mediator (MEDICYS, 73 boulevard de Clichy, 75009 PARIS, FRANCE, contact@medicys.fr) who will attempt, in complete independence and impartiality, to reconcile the parties in an effort to reach a settlement.

The Buyer has access to a complaint form on the mediator's website in order to present his request for mediation (www.medicys-conso.fr).

The Buyer and the Seller remain free to accept or refuse the use of mediation as an alternative to the settlement of a dispute as well as to accept or refuse the settlement proposed by the mediator.

In the absence of a mediator settlement, the competent court to settle the dispute shall be the court of the defendant's place of residence or the court of the place of actual Delivery of the Product.

The Buyer may also, if desired and independently of any other dispute settlement procedure with the Seller, use the online dispute settlement platform made available by the European Union: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

These General Terms and Conditions of Sale are subject to French law.

Article 20. Term

These GTC's apply from the moment the Client browses the website to, in the event of the Client ordering or preordering Goods, the time the Goods are delivered to the Client.

Article 21. General provisions

Article 21.1. Entire General Terms and Conditions of Sale

The parties agree that the present General Terms and Conditions of Sale constitutes the whole agreement entered into between them and replaces all offer, term or agreement previously made, in writing or verbally.

Article 21.2. Modifications

The Seller reserves the right to modify these General Terms and Conditions of Sale at any time.

In this case, the applicable conditions will be those in force at the date of the Buyer's order.

Article 21.3. Invalidity

If any one of the terms of these General Terms and Conditions of Sale is invalid in light of an applicable law or definitive judicial decision, it will be considered as not being written, and will have no effect on the validity of the contract or the validity of the other terms.

Article 21.4. Domiciliation

The party's elect domicile at the addresses indicated on the order or preorder form for the Buyer and at the address appearing on the Website for the Seller.



WORK/SHOP
94 Avenue Henri-Martin
75116, Paris
France

RETURN FORM

ORDERED BY:

SENT TO:

Order Number	Article Details	Size	Qty	Return Reason*

*1. Too big, 2. Too small, 3. Fit, 4. Quality, 5. Color, 6. Received too late, 7. Defective, 8. Incorrect article

Please complete and return this form only if you want to return your article(s).

Note that the return will be charge free only if you are based in France, Andorra or Monaco.

Send us back this form by email to hello@townhouseworkshop.com or with your item(s) when you'll do the return.