

GENERAL TERMS AND CONDITIONS OF SALE

1. PREAMBLE

1.1 SCOPE OF APPLICATION

These general terms and conditions of sale (hereafter “GTCs”) as well as the relevant “Online CHANEL Privacy Policy” and “Legal Statement” are applicable to the Internet site www.chanel.com (hereafter “CHANEL Online Boutique”), offering the sale of eyewear and cosmetic products bearing the “CHANEL” trademark (hereafter all together the “Product(s)”). The Products are sold through the CHANEL Online Boutique directly by CHANEL SAS, a company duly organized under the laws of France, whose registered office is located 135 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France, and and registered with the Nanterre Register of Companies under number 542 052 766 R.C.S. By ordering and buying Products from the CHANEL Online Boutique, the customer (hereafter “Customer”) fully accepts the present GTCs by ticking the relevant acceptance box. These GTCs can be saved and/or printed and are accessible from all the pages of the CHANEL Online Boutique. They can be amended at any time and the terms applicable are those accepted by the Customer when placing an order, which can be accessed from the order confirmation email.

1.2 THE CUSTOMER

Through the CHANEL Online Boutique, CHANEL offers Products for sale to non-trade Customers, in the capacity of consumers, aged over eighteen (18) and with full legal capacity. Products are sold on a retail basis strictly for personal use. Therefore, CHANEL limits orders to:

- three (3) items of the same cosmetic Product with a limit of fifteen (15) cosmetic Products per order purchased by the same Customer.
- one (1) item of the eyewear Product with a limit of three (3) eyewear Products per order purchased by the same Customer.

In general, CHANEL reserves the right to refuse any order of Products of an abnormal nature, in particular in the event of orders in quantity and/or for amounts which would be reasonably deemed abnormal by CHANEL.

1.3 CHANEL ONLINE BOUTIQUE CUSTOMER SERVICES

In case of questions concerning any order, Customers may contact CHANEL customer services as indicated below (hereinafter : the “Customer Service”):

- At the following numbers:

	CUSTOMER CARE SERVICE - LA BOUTIQUE EN LIGNE		
	Phone numbers	Price	Opening hours (France - Paris time)
Austria	0800 29 8 444	Toll-free call from a land-line telephone	Monday to Saturday: 10h-19h
Belgium	0800 97 447	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
Bulgaria	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Croatia	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Denmark	080 10 10 50	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
Estonia	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Finland	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
France	01 58 37 68 00	National calling costs	Monday to Saturday: 10h-19h
Germany	0800 55 19 555	Toll-free call from a land-line telephone	Monday to Saturday: 10h-19h
Italy	800 411 344	Toll-free call from a land-line telephone	Monday to Saturday: 10h-19h
Latvia	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Lithuania	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Luxemburg	8002 5250	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
Poland	0800 889 666	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
Portugal	213 223 146	National calling costs	Monday to Friday: 10h-19h
Romania	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Slovakia	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Slovenia	+33 1 58 37 46 23	International calling costs	Monday to Friday: 10h-19h
Spain	900 10 23 92	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
Sweden	020 53 00 00	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h
The Netherlands	0800 333 23 33	Toll-free call from a land-line telephone	Monday to Friday: 10h-19h

- Through Live Chat or Web call back via the “Contact an Advisor” section.

Customers may also find information on the CHANEL Online Boutique, via the link “FAQ”

1.4 LANGUAGES

The CHANEL Online Boutique is accessible in Dutch, English, French, German, Italian, Polish, Portuguese, Russian and Spanish.

The Customer acknowledges that the translation of the CHANEL Online Boutique into the above languages is a comfort offered to the Customer to browse on the CHANEL Online Boutique and the language chosen by the Customer may differ from the language used by CHANEL regarding order and receipt of the Products by the Customer, which depends on the localisation of the delivery address communicated by the Customer.

1.5 PRODUCTS

The Products offered for sale on the CHANEL Online Boutique are described and presented as accurately as possible (specifications, illustrations, size, composition, etc.). However, the Customer is recommended to refer to the description of each Product, by clicking on each "Product Description", to find out more about the Product concerned, particularly in relation to the features the Customer is looking for, since the Customer is solely responsible for choosing and buying a Product.

1.6 PRICES

The prices applied are those indicated on the CHANEL Online Boutique at the time of the order.

The Customer is informed that prices are subject to change. Therefore, if the Customer has created a customer account, the prices displayed in the "My Account/My Order History" section on the order summary page correspond to the prices paid by the Customer for previous orders. The "Reorder" function available on this page might therefore offer this same product for sale at a different price compared to the previous order. The Customer should thus be careful to note the price applicable at the time of the order, which is indicated when the Product is placed in the basket.

Prices are indicated in EUR, to the exclusion of countries indicated in Article 3 below. and do not include the Delivery Costs of the order (hereafter "**Delivery Costs**"). These Delivery Costs are indicated to the Customer on the review basket page as well as on the order summary page, prior to confirmation and payment of the order.

2. ORDER

2.1 ORDER PROCESS

The Customer is invited to select the Products and to place them in the purchase basket by clicking on the "Add to Bag" button.

At any time, the Customer is invited to consult the summary of his order by clicking on the icon "Review Bag and Checkout" available on the top right of all CHANEL Online Boutique pages. At this stage, the Customer can verify the details of his order, identify eventual mistakes made in the entry of the data, and correct or remove Product(s).

After validation of the basket by clicking on the icon "Continue to Checkout", the Customer is asked to choose between three (3) options:

- Identifying himself with his user name and password to order by using his existing customer account,
- ordering without creating a customer account,
- ordering by creating a customer account.

CHANEL cannot be held liable for inaccuracy of the information provided by the Customer. The customer account will give access to a personal space where customers can track orders and access invoices.

To finalise his order, the Customer:

- must confirm his delivery and invoicing address, or indicate a new delivery address and/or invoicing address,
- must read these GTCs and explicitly accept them by ticking the box “I have read and accepted terms & conditions” before making payment for his order,
- is then invited to pay the amount of the order by clicking on the icon “Place order” giving access to secure payment of the order.

The sale is only deemed complete after it is confirmed by CHANEL by e-mailing the Customer confirmation of acceptance of the order at the e-mail address provided by the Customer, who formally accepts use of e-mail for CHANEL’s confirmation of the order.

Commenté [MR1]:

CHANEL reserves the right to refuse to honour a Customer’s order if the order appears to be abnormal, excessive or in breach of the provisions of the GTC. Equally, CHANEL shall not be liable if the administrative and/or technical processing of an order on the Site is disrupted by a virus, computer bug, unauthorised human intervention or any other cause beyond the CHANEL’s control, or if there is a strong presumption of fraud, or in case of any form of fraud, committed in particular by computer, in which case CHANEL reserves the right to interrupt or cancel the outstanding order. In such cases, the Customer shall be informed by email of such cancellation of its order and will be reimbursed for the price paid before the order’s cancellation.

2.2 AVAILABILITY OF PRODUCTS

Products are offered within the limit of the stock available. Statements about the availability of the Products are provided at the time of the placing of the order on the Product page. If it turns out that despite the vigilance of CHANEL the Products ordered are no longer available, CHANEL informs the Customer by any means (telephone call or e-mail) as soon as possible. No debit corresponding to the unavailable Product or Products shall be made from the bank account of the Customer in the event of unavailability of one or several Products and in case that a payment from the Customer has been already processed, the Customer will be reimbursed for part of the payment corresponding to such unavailable Product(s) applying rules under Article 5.3 below.

Every cosmetic order can be accompanied by free samples chosen by the Customer. However, in the event of unavailability of the samples CHANEL cannot be held liable for such unavailability.

2.3 CANCELLATION OF ORDER

Once the payment has been made, the Customer cannot modify his order. However, if the order is not yet prepared by CHANEL, the Customer can cancel his order by contacting the Customer Care Services at the number indicated in the “Contact an Advisor” section in the footer of the CHANEL Online Boutique home page. With or without the creation of a customer account, the Customer always has the possibility of making use of his right of withdrawal, the modalities of which are stipulated in Article 5 below.

In these cases, the Customer will be informed by email of the cancellation of the order and will be refunded any sums he might have paid prior to the cancellation of the order by CHANEL.

3. PAYMENT

Products shall be paid in EUR, to the exclusion of countries indicated in the table below.

COUNTRY	CURRENCY
Denmark	DKK
Poland	PLN
Sweden	SEK

The Customer shall also bear all compulsory taxes and fees and potential bank charges which shall be born at all times by the Customer.

For all countries, payment of the order shall be made by bank card (Visa, Mastercard and American Express are accepted), Paypal or Apple pay. CHANEL may also accept a selection of local payment methods which are detailed in the dedicated FAQ section.

CHANEL has established a secure payment system for any order made in the CHANEL Online Boutique. Payments are made on an external platform through a payment service provider – ADYEN – complying with the PCI DSS security standards.

Payment is deemed final after confirmation thereof is sent by the issuer. Should the bank reject the payment, the order will be automatically refused, and CHANEL will be released from any obligation and liability vis-à-vis the Customer.

The Customer has the possibility of downloading his invoice from his personal space under the heading “My Orders”. In the event where the Customer has not created a customer account, his invoice is available as an attachment to the shipping confirmation e-mail that CHANEL sends him.

4. DELIVERY AND RECEIPT OF PRODUCTS

4.1 TERMS OF DELIVERY

The CHANEL Online Boutique delivers to numerous countries, namely Metropolitan France, Corsica, Monaco, Germany (except Büsingen and Helgoland Islands), Spain (except Canary Islands, the Balearic Islands, Ceuta and Melilla), Italy (except Repubblica di San Marino, Città del Vaticano, Livigno, Campione d’Italia), Austria, Belgium, Luxembourg, Netherland, Poland, Finland, Denmark, Sweden, Lithuania, Latvia, Estonia, Republic of Slovakia, Romania, Croatia, Bulgaria, Slovenia.

CHANEL delivers Products ordered at the delivery address indicated by the Customer (the “**Delivery Address**”) according to the delivery option selected by the Customer when placing his order. For detailed information regarding delivery options and costs, please consult the dedicated FAQ section in the footer of the CHANEL Online Boutique home page.

Information on delivery conditions are also available on the “Shopping bag” as well as checkout page, before the payment. No delivery will be made by CHANEL if the complete payment of the order is not possible.

Customers bear the consequences (late delivery, impossibility of delivery, Products returned to CHANEL, extra transport costs, etc.) resulting from any incorrect and/or incomplete delivery indications the Customer provided and/or the Customer’s absence at the time of delivery.

CHANEL shall do its best to dispatch the Products to the Customer as soon as possible after the Customer places his order, in accordance with the delivery option selected by the Customer when placing his order. Notwithstanding the above, in any event, delivery shall not exceed thirty (30) working days from receipt of the order confirmation, subject to their availability as indicated to the Customer at the time of the order. In the event

of absence or delay in delivery, the Customer shall as soon as possible contact Customer Services at the number indicated in the "Contact an Advisor" section in the footer of the CHANEL Online Boutique home page. In such a case, the Customer may either request CHANEL a new estimated delivery date or cancel the order and receive a full refund.

4.2 RECEIVING PRODUCTS

The risks attached to the Products are transferred to the Customer upon delivery, that is, when the Customer (or any third party named by the latter) physically takes possession of the Products concerned.

Upon delivery, the Customer must verify the conformity and the state of his order in the presence of the carrier and issue if needed be, all the necessary reservations concerning the apparent defects (missing product, damaged parcel). Moreover it is up to the Customer (or any third party named by the latter) to check the number and condition of the Products when they are delivered by the carrier.

If the received parcel is open or obviously damaged, or if any of the Products in the parcel are damaged or missing or do not match the order, the Customer (or any third party named by the latter) should refuse the parcel or the Products concerned and make the customary written reservations, on the carrier's delivery note in as much detail as possible (parcel open, parcel or item(s) damaged or missing or not matching the order, etc.).

In any event, the Customer also undertakes to notify CHANEL forthwith via the section "*Contact an Advisor*", in order to allow CHANEL to conduct an investigation with the carrier and/or seek recourse from the carrier within the period specified by the applicable regulations, where appropriate.

If a Product is missing or is refused or returned by the Customer in the above circumstances, CHANEL will either refund the Product(s) concerned within 14 days or reship the damaged or missing Product(s).

It should be noted that the above provisions do not preclude the Customer's right to withdrawal, as stated in Article 5 below, or the Customer's benefit of the statutory warranties given, as stated in Article 8 below.

4.3 PRODUCT RETURN

The Customer benefits from a right of withdrawal allowing Products to be returned to CHANEL, with no reason given, under the conditions set out in Article 5 below.

For any other reason for return other than the right of withdrawal (non-compliant or damaged product, mistake in the content of the order, etc.), the Customer is invited to contact Customer Services of the CHANEL Online Boutique which will provide the necessary information to meet this request as soon as possible and to make another delivery if needed.

5. RIGHT OF WITHDRAWAL & RETURN POLICY

5.1 RIGHT OF WITHDRAWAL

The Customer has the possibility, without justification, to withdraw his order within a period of forty (40) calendar days from the day of receipt of the Products ordered, with the date indicated on the receipt of the carrier signed by the Customer providing proof. When this period of forty (40) days expires on a Saturday, Sunday or a public holiday, it is extended to the next working day.

To exercise his right of withdrawal, the Customer can notify his withdrawal decision and return its Products as follows.

- For home delivery orders:
 - Either by directly returning the Product (following the process described hereafter) accompanied by the return form/withdrawal form duly filled in, duly completed and signed. This form is available in the parcel with the Products or by a link in the order confirmation email.
Or by returning to CHANEL by e-mail or by postal letter an unambiguous declaration expressing the intention to retract. You can exercise your right to withdraw from the agreement through any type of unequivocal declaration that indicates your decision to do so, or you can use the withdrawal form available in the Customer's order email. This declaration must be sent accompanied by the information concerning the articles and quantities returned as well as the name, postal address, order number and, if possible, the telephone number and e-mail address of the Customer at the address indicated by the Customer Services. The Customer can contact the Customer Care Services at the number indicated in the "Contact an Advisor" section in the footer of the CHANEL Online Boutique home page.
 - CHANEL provides the Customer with a prepaid shipping label which allows the Products to be returned free of charge by air mail. Such prepaid shipping label is provided by CHANEL either in the parcel depending of your country of delivery or by contacting Customer Services at the number indicated in the "Contact an Advisor" section in the footer of the CHANEL Online Boutique home page (hereinafter the "**Prepaid Label**"). The Prepaid Label can be stucked on the return parcel and then the Customer can deposit the return parcel in a post office or collecting point. No return costs shall be reimbursed by CHANEL to the Customer if the latter has made the choice of not using the Prepaid Label provided.
 - Eyewear Products may also be returned within a CHANEL fashion boutique.
- For Click&Collect orders may exclusively be returned within a CHANEL beauty boutique located in the country of initial collect.

However, for health and hygiene protection, CHANEL cannot accept the return of all cosmetic Products. Cosmetic Products which are under seal cannot be the subject of the right of withdrawal if they have been unsealed by the Customer. Eyewear Products must be returned with all labelling in their original packaging with the accessories provided. They also must be returned with their tag.

In the event of alteration of the Product resulting from handling other than that necessary to establish the nature and/or conformity of the Product, the characteristics or the proper functioning of the Product, CHANEL reserves the right to refuse the reimbursement or replacement of the Product.

CHANEL shall not make any reimbursement if the Products returned by the Customer do not correspond to the Product(s) ordered or has an origin other than the CHANEL Online Boutique.

5.2 RETURN POLICY

The Customer has the possibility, to return one or several of its Product(s) of his order within a period of forty (40) calendar days from the day of receipt of the Product(s) ordered, with the date indicated on the receipt of the carrier signed by the Customer providing proof.

For home delivery order:

- To return a Product or Products, the Customer must send by the post to CHANEL the Product or Products, accompanied by the return form duly filled in, duly completed and signed, using a prepaid shipping label provided by CHANEL which allows the Products to be returned free of charge by air mail. Such prepaid shipping label is provided by CHANEL either in the parcel depending of your country of delivery or by contacting Customer Care Services at the number indicated in the "Contact an Advisor" section in the footer of the CHANEL Online Boutique home page (hereinafter the "**Prepaid Label**"). The Prepaid Label can be stucked on the return parcel and then the Customer can deposit the return parcel in a post office or collecting point. No return costs shall be reimbursed by CHANEL to the Customer if the latter has made the choice of not using the Prepaid Label provided.
- Eyewear Products only, may also be returned within a CHANEL Fashion Boutique.

Click&Collect orders may exclusively be returned within a CHANEL beauty boutique located in the country of initial collect.

Every Product must be returned new with all labelling in their original packaging. Eyewear Products must be returned in their original packaging with the accessories provided. They also must be returned with their tag. In the event of alteration of the Product resulting from handling other than that necessary to establish the nature and/or conformity of the Product, the characteristics or the proper functioning of the Product, CHANEL reserves the right to refuse the reimbursement or replacement of the Product. CHANEL shall not make any reimbursement if the Products returned by the Customer do not correspond to the Product(s) ordered or has an origin other than the CHANEL Online Boutique.

5.3 REIMBURSEMENT OF THE ORDER

CHANEL shall reimburse the Products returned in accordance with the conditions stipulated in points 5.1 and 5.2 as well as the Delivery Costs paid by the Customer by a credit to the bank card or the online mean of payment which has been used to make the payment. In the event of partial return of the Products, the Delivery Costs shall not be reimbursed by CHANEL, as the Client has benefited from delivery services for the kept Products. .

The reimbursement shall be made within a maximum period of fourteen (14) days following (i) the date of reception of the returned Product(s) by CHANEL or (ii) the date on which the Customer has provided the proof of the sending of the Products (with the date used being that of the first of these events).

6. AFTER-SALES SERVICE

No claim will be taken into account and no replacement of Products ordered in the CHANEL Online Boutique can be made in a boutique of the CHANEL brand or at a point of sale in which the Products bearing the CHANEL brand are sold. Except for eyewear Products, which may be dropped within a CHANEL Fashion boutique for after-sale services.

7. LIMITATION OF LIABILITY

CHANEL cannot be held liable for the breach of one of its obligations if the poor performance of the contract is the result of an event of force majeure, or by the Customer's act or omission or of an unforeseeable and insurmountable act of a third party or an obstacle outside of CHANEL's control that CHANEL could not reasonably foresee at the time when the contract was entered into with the Customer and which consequences CHANEL cannot reasonably avoid or overcome.

8. STATUTORY WARRANTIES

8.1 CONFORMITY AND HIDDEN DEFECTS

CHANEL is bound by the statutory warranties relating to conformity and defects in the item sold (1).

When acting on the ground of the statutory warranty of conformity, the Customer:

- has a period of two (2) years from the delivery of the product to act against CHANEL
- when repair is possible, can choose between repair or replacement of the product, subject to the cost conditions set out by article L. 217-9 of the French consumer code;
- is exempt from providing proof of the existence of the non-conformity in the product during this timeframe,

The statutory warranty applies independently of any commercial warranty that might be offered;

The Customer can decide to launch a claim under the warranty for hidden defects in the item sold as per to 1648 and 2232 of the French civil code and, in this case, the Customer can choose between cancelling the sale or a reduction in the sale price in accordance with article 1644 of the French civil code.

The Customer shall verify the Products received are as ordered and, in the event of a non-conformity or defect under the relevant statutory warranties, shall contact CHANEL Online Boutique Customer Services which will provide the necessary information relating to the return of Products and replacement or refund.

CHANEL will replace or repair the Product returned after receipt and examination of the Product concerned.

(1) Article L217-4 of the French Consumer Code: The seller shall deliver a product that conforms to the contract and is liable for any non-conformities existing upon delivery. It is also liable for non-conformities resulting from packaging, assembly instructions or installation when responsible for this under the contract or when this has been carried out under its supervision.

Article L217-5 of the French Consumer Code: The product conforms to the contract:

1. If it is fit for the purpose usually expected of a similar product and, where applicable:
 - if it matches the description provided by the seller and has the properties the seller presented to the buyer in the form of a sample or model;
 - if it has the properties a buyer can legitimately expect based on the public representations made by the seller, the producer or by its representative, particularly in advertisements or labels;
2. Or if it has the features defined by agreement by the parties or is fit for any special use sought by the buyer, which has been notified to and accepted by the seller.

Article L217-16 of the French code of consumer law: When the buyer asks the seller for a repair covered by the guarantee during the period of the said guarantee granted when the moveable good was acquired or repaired, any period of immobilization of at least seven days is added to the remaining period of the guarantee. This period starts when the purchaser requests action or make the good in question available for repair, if this postdates the request for action.

Article L217-12 of the French Consumer Code: Actions resulting from non-compliances are limited to two years from delivery of the product.

Article 1641 of the French Civil Code: The seller is bound by the warranty for hidden defects in the item sold which make it unfit for the purpose for which it is intended, or restrict this purpose to such an extent that the buyer would not have purchased it or would only have paid a lower price, if he had known this.

Article 1648 para 1 of the French Civil Code: Actions resulting from hidden defects must be brought by the buyer within a period of two years from the discovery of the defect.

The Customer is also informed of the existence of the statutory warranty of conformity of goods in the country of his/her habitual subject to national conditions.

8.2 EXCLUSION OF WARRANTY

If the Products returned by the Customer do not correspond to the Products ordered or originate from somewhere other than the CHANEL Online Boutique, CHANEL will not be bound by its obligations described in Articles 8.1 above.

It should be noted that statutory warranties do not cover damage or defects resulting from an external cause (accident, knock, etc.) or from the Customer's misuse, or non-conform use of the Products with regards of Products characteristics.

Equally, this clause does not apply if the Products were not purchased on the Site, as statutory warranties are binding on the seller from which the Products were purchased.

9. PERSONAL DATA

CHANEL invites the Customer to consult the "Online CHANEL Privacy Policy" section by clicking on the following link for more information on how CHANEL processes personal data and the Customer's rights in relation thereto.

10. GOVERNING LAW/DISPUTES

These GTCs and any order made through the CHANEL Online Boutique are governed by French law barring legal provisions to the contrary imposing the applicability of a foreign law. However, application of the laws of France cannot result in depriving the Customer of the level of protection provided by provisions of mandatory laws of the country of his habitual residence.

In the event of dispute concerning the CHANEL Online Boutique, these GTCs and/or an order, CHANEL invites the Customer to contact the CHANEL Online Boutique Customer Services at the number indicated in the "Contact an Advisor" section in the footer of the CHANEL Online Boutique home page in order to refer its claim of dispute and try to find an amicable solution with CHANEL.

Failing an amicable agreement with the CHANEL Online Boutique Customer Services, the Customer can refer the dispute to the consumer mediator CMAP (Centre de médiation et d'arbitrage de Paris) accessible at the URL address : <http://www.cmap.fr/> or at the postal address : CMAP (Service Médiation de la Consommation) - 39 avenue Franklin D.Roosevelt – 75008 Paris] or refer to the European Commission's online dispute resolution platform available at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage> pursuant to Directive 2013/11 of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes. Regardless of the method used to refer to the mediator, the Customer's request must contain the following information: his postal address, email

address and telephone number, a brief summary of the facts and evidence of previous measures taken with CHANEL Customer Services.

Notwithstanding the above, if amicable solution is not reached (including through the mediation process described above) or if Customer wishes to directly bring the claim or dispute before the courts without going through an amicable solution process, the French Courts shall be territorially competent to hear any dispute, without prejudice legal constrains referring to the dispute to another imperative competent foreign Court of his choice.