# Terms and Conditions of Sales \*(Not applicable to sales in store)

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#### 1. Introduction

These terms and conditions apply to all sales of Chaumet products via telephone, email or online at www.chaumet.com/en.

These terms do not apply to sales in-store at our boutique(s).

Sales via our website, telephone or email sales service are for consumers only. If you are a trade or business buyer, please contact information@chaumet.com for more information.

### 2. Scope of application of these terms

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

#### 3. Who we are

We are Chaumet (London) Ltd, a company registered in England and Wales. Our company registration number is 02843377. Our registered office is at 15th Floor 6 Bevis Marks, Bury Court, London, United Kingdom, EC3A 7BA. Our VAT number is GB645443239.

#### 4. Information about the items

Information about all Chaumet items is available at www.chaumet.com/en, as well as in our boutique store(s).

The photographs, graphics and descriptions of the products offered for sale are indicative only and are not binding on Chaumet. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the items. Your item may vary slightly from those images. The packaging of the items may also vary from that shown in any images on our website. Customers are able to obtain additional information by contacting a Chaumet sales assistant by telephone or by e-mail.

#### 5. Item orders

You can make an enquiry about an item, or place an order for an item by the following methods:

- telephoning +44 20 3917 6250 (at the cost of a standard local call);
- via the free of charge automatic call-back function available at chaumet.com/en from Monday to Saturday, except on public holidays;
- sending an email to shopuk@chaumet.com; or
- via our website at chaumet.com/en.

By contacting us via the methods available above, you can discuss the items with a Chaumet sales associate, check your personal details, the details of your order and its total price, and correct any errors prior to submitting your order to us.

For online orders made via our website without the assistance of a Chaumet sales associate, you will be responsible for ensuring your personal details and the details of your order are correct.

Once we receive your order via any method, we will acknowledge it via email. This acknowledgment does not constitute acceptance of your order. We will assign an order number to your order. It will help us if you can tell us this order number whenever you contact us about your order.

We shall only accept your order once we have received payment of the order in full. We shall then send you confirmation of our acceptance of the order, including information about the delivery of the items. At this point a contract will come into existence between you and us.

Chaumet shall be entitled to refuse an order for any reason, including if we consider that it is abnormal or placed in bad faith, or if there is a dispute regarding payment of a previous order. We will tell you this in writing.

If we are unable to fulfil your order because a product is out of stock, we will get in touch and you can decide how you would like to proceed. We may need to cancel your order because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an obvious and unmistakeable error in the price or description of the product or if you are in breach of these terms. If this happens you will not be charged, or if payment has already been made then we will refund you for that payment.

We cannot make any changes to your order once it has been shipped.

# 6. Special conditions for personalised items

Chaumet offers personalisation of certain products.

By personalised items, Chaumet means any item that has been modified to better meet a customer's requirements. Personalisation may include, but is not limited to:

- Item on which an engraving has been made
- Ring which has been adjusted to size
- Bracelet or necklace whose length has been modified
- Watch strap whose length has been modified, either by removal of links for steel or gold bracelets or by cutting the strap for rubber wrist straps.

The items that benefit from these customisation services will have an indication of this customisation offer on their product sheet on the website.

For the order of items customised by Chaumet upon customer request, the Special Conditions set out below apply:

- For orders via email/telephone: the explicit written confirmation (email) from the customer concerning the alterations to be made to items at their request will be required before any alterations are made.
- For online orders via our website, the desired alterations to items will appear in the shopping bag to be validated before proceeding to checkout.

For unique or limited or personalised items, a deposit may be required to make an order in accordance with Article 8.

Personalised items cannot be returned, refunded or exchanged unless they are faulty. Consequently, Articles 10 and 11 of these terms and conditions relating to returns and exchanges do not apply to personalised items, whatever the personalisation service used. You will still benefit from the guarantees set out in Article 11 of these terms and conditions for all personalised items.

#### 7. Price of items

The price of the items is stated in pounds sterling, including VAT and all domestic taxes, unless otherwise specified.

Free delivery is available to addresses within the UK (excluding the Channel Islands and Northern Ireland).

For orders delivered outside the UK, including the Channel Islands and Northern Ireland, the applicable delivery costs will be made clear to you before your order is submitted.

If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel the contract, refund you any sums you have paid and require the return of any products provided to you.

### 8. Payment conditions

We only accept orders once we have received payment in full.

For sales via the telephone or email, payment can be made by way of a secure payment link that will be emailed or sent by text message to you by a Chaumet sales assistant. For online sales, payment can be made by card.

We accept payment via: Visa, Eurocard/Mastercard, American Express, PayPal, Union Pay.

Chaumet reserves the right to require the payment of a deposit to reserve certain unique pieces, limited series items or personalised items. Where this applies, in order to reserve an item you must pay a deposit equivalent to at least 20% of the total amount of the relevant items. If your order is subsequently not accepted, for any reason pursuant to these terms and conditions, we shall refund you any deposit that you have paid.

You will own the items once we have received payment in full and have accepted the order.

# 9. Delivery

Delivery is free of charge to addresses in the UK, excluding the Channel Islands and Northern Ireland.

Delivery must be to your home or business address and cannot be made to post-office boxes.

You may also have the items delivered to a person of your choice as part of the Gift Service offered by Chaumet.

All deliveries must be signed for. If no one is available at your home address to take delivery of your order, you will be contacted either by a Chaumet sales assistant or an agent from our delivery service

to arrange for a re-delivery date. If we or our delivery service repeatedly try to re-deliver your items and you are not available to receive them, we will be entitled to cancel the order and to refund you the price of the items.

Delivery dates and times are estimates only and may be delayed during busy periods or for other reasons.

Personalisation of items may mean that your item is not ready for despatch for a longer period of time. Estimated timeframes will be indicated to you prior to you submitting your order.

If our delivery of the products is delayed beyond 30 days of the due date (or 60 days if the item is personalised) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for that delay caused by the event, but if there is a risk of further delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

### 10. If you change your mind and want to cancel

Unless you have ordered personalised items, you can change your mind and notify us that you want to cancel your order any time up until fourteen (14) days following the date that you receive the items. If there are multiple items in your order that are delivered at different times, the 14 days begins on the date you receive the last item in your order.

If your order has been accepted and despatched, when you notify us that you want to cancel the order, we will send you a return form and pre-paid shipping label (for returns from within the UK) and guide you through the return process. For returns from addresses outside of the UK, including from the Channel Islands, the customer may be responsible for the costs of return postage.

For orders made via telephone or email, returns must be accompanied by a completed return form which we will have sent you upon your notifying us of your wish to return a product. For online orders, you will have to fill in an online form and do not need to include it with your return parcel.

You must return the items to us as soon as possible and in any event must send them off within 14 days of you telling us you wish to cancel your order. The items must be returned to us in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) to the following address: Chaumet London New Bond Street 174 New Bond Street London W1S 4RG. Please obtain a proof of postage. Chaumet will acknowledge receipt of the items by email upon arrival.

The refund of the returned items at the invoiced price shall be made via the same method that payment was made as soon as possible, and in any event within 14 days following receipt by Chaumet of the returned items or evidence from you that you have sent the items.

When using the Gift Service, the right to cancel must be exercised by you and cannot be exercised by the recipient of the gift.

We may reduce your refund to reflect any reduction in the value of the items, if this has been caused by your handling them in a way which would not be permitted in a boutique. To cancel an online purchase, you may notify us of your wish to return an item directly from the "my account" section on www.chaumet.com.

To cancel an order placed with the telephone or email sales service, you may (but do not have to) use the form below and send it via email at shopuk@chaumet.com or to the Chaumet sales assistant with whom you have made the transaction.

#### Sample cancellation form

(If you wish to cancel your order, please complete this form and send it back.)

- To Chaumet (London) Ltd, I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods:
- Ordered on (\*)/received on (\*):
- Name of customer(s):
- Address of customer(s):
- Signature of customer(s) (only if notice is issued on paper)
- Date
- (\*) delete as appropriate.

### 11. Exchange (not applicable to online purchases)

Unless you have ordered personalised items, Chaumet allows customers to exchange items within thirty (30) days following the date of delivery of the items. This is only possible for orders placed with our telephone or email sales service, but not for online purchases which may only be returned for a refund.

You can exchange any items in your order without visiting a boutique by:

- Telephoning a Chaumet sales assistant on +44 203 917 6250
- Emailing a Chaumet sales assistant at shopuk@chaumet.com

Our Chaumet sales assistant will provide you with a pre-paid shipping label. You must return your items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by a completed return form, to the following address: Chaumet London New Bond Street 174 New Bond Street London W1S 4RG, using the shipping label provided.

We will bear the return postage costs and new delivery costs to an address within the UK for up to one (1) exchange per order. For returns and exchanges from outside of the UK, including from the Channel Islands,the customer may be responsible for the costs of return postage.

It is your responsibility to keep a proof of return postage.

You can also exchange your items in store by visiting our boutique at 174 New Bond St, London W1S 4RG, with the delivered items in their original packaging, complete (boxes, accessories, booklet, warranty) and a copy of the invoice/delivery note.

Any new delivery will only be made once Chaumet has received the original items returned by you.

We shall not exchange or refund any items if we reasonably think that that there has been a reduction in the value of the items due to your handling of them in a way which would not be permitted in a boutique, in which case the items shall be returned to you by post in the case of an exchange other than in store.

In case of an exchange of items, the initial contract of sale between us shall be amended. If any new item delivered is cheaper than the item you have exchanged, we will refund you that amount. If you

order a new item that is more expensive than the item you have exchanged, you will need to pay the difference in accordance with the payment terms above.

## 12. Warranty and faulty items

We may provide certain warranty conditions applicable to an item to you along with the item.

During the expected lifespan of your product your legal rights also entitle you to the following:

- Up to 30 days: if your products are faulty, then you can get an immediate refund.
- Up to six months: if your products cannot be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

If you think your items are faulty, misdescribed or are not what you ordered, please get in touch with your Chaumet sales assistant by telephone or email and return the items in question to us. We will pay the costs of postage.

In the case of an online purchase, please email our Client Service Team at information@chaumet.com

### 13. Getting in touch with us

For any information, claim or question relating to these terms and conditions of sale or the items themselves, please contact the Chaumet Customer Service team by email at information@chaumet.com or your Chaumet sales assistant by telephone: +44 20 3917 6250, or by email: shopuk@chaumet.com, stating, if relevant, information relating to your order.

We may contact you at the telephone number or email address you give us as a part of your order.

# 14. Our rights to end this contract

We may end the contract by writing to you if you do not, within a reasonable time, allow us or our nominated parcel delivery service to deliver the products to you or collect them from us.

# 15. Protection of your personal data

Your personal data will be handled in accordance with applicable data protection law and in accordance with our privacy policy which is available at https://www.chaumet.com/en/privacy-policy.

# 16. Intellectual property rights

The "Chaumet" trade mark, any figurative trade marks and all other trade marks, illustrations, images and logotypes shown on our website, on any Chaumet items, their accessories or their packaging, whether or not they are registered, are and shall remain the exclusive property of Chaumet. Any total or partial reproduction, modification or use of these trade marks, illustrations, images, and logos, for

any reason and on any media, without Chaumet's prior and express consent, is strictly prohibited. This is also the case for any combination or conjunction with any other trade mark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. This shall also be the case for all copyright, designs and models and, patents which belong to Chaumet.

### 17. Our responsibility for loss or damage suffered by you

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### 18. Applicable law and disputes

These General Terms and Conditions of Sale are governed by and subject to English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

# 19. Other important terms

We may transfer our rights and obligations under these terms to another organisation. This will not affect any of your rights.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Latest Update: January 2022