

Hong Kong SAR China – Macau SAR China – Other Asian countries and regions

**GENERAL CONDITIONS OF DISTANCE  
SELLING OF CHAUMET ITEMS  
\*(NOT APPLICABLE TO SALES IN  
STORE)**

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## **1.Introductory article**

The company LVMH Watch & Jewellery Hong Kong Limited, acting for one of its brands – Chaumet (hereinafter referred to as “Chaumet”) offers Chaumet items for sale in Hong Kong SAR, Macau SAR, Malaysia, Indonesia, Vietnam, Philippines, Thailand and New Zealand (collectively the “Markets”).

With a permanent concern to better meet the requirements of its customers, Chaumet wishes to create, alongside the network of stores that it operates, a distance selling service by telephone or email of certain of its products.

The list of Chaumet items available as part of the distance selling service may be viewed on the [www.chaumet.com](http://www.chaumet.com) website.

The system thus set-up, which assumes an active approach by the customer, complies fully with the requirements of distance selling.

The use of the distance selling process described in these General Conditions of Sale is reserved for consumers only, within the meaning that the law and case law give it, acting exclusively for their own account.

## **2.Scope of application**

These General Conditions of Sale are applicable to all sales of Chaumet items concluded through the Distance Selling Service implemented by Chaumet, for delivery to the Markets.

With regard to sales by telephone or email, any sale of Chaumet items through the Distance Selling Service implemented by Chaumet is concluded under the condition of the acceptance of these General Conditions of Sale by the customer.

These General Conditions of Sale may be retained by any person visiting the [www.chaumet.com](http://www.chaumet.com) website, by means of an electronic recording and may also be reproduced by the customer by printing; these General Conditions of Sale shall apply for as long as they appear on the [www.chaumet.com](http://www.chaumet.com) website. Should, after the date of their modification or the removal of the [www.chaumet.com](http://www.chaumet.com) website,

these General Conditions of Sale remain accessible to the public via other websites or by any other means, they would however no longer be binding on Chaumet.

### **3. Identification of the author of the offer**

LVMH Watch & Jewellery Hong Kong Limited

A limited liability company whose registered office is at 24<sup>th</sup> Floor, Oxford House, TaiKoo Place, Quarry Bay, Hong Kong.

### **4. Information about the items**

Information about all of Chaumet items that may be sold through the Distance Selling Service by Chaumet is available, with their references, in all Chaumet stores as well as on the [www.chaumet.com](http://www.chaumet.com) website.

This information complies with the requirements of the legal texts and the local regulations in force.

### **5. Item orders**

Orders will be received, in English, by Chaumet Distance Selling Service either (i) on +852 2816 5068, or (ii) via email [shophk@chaumet.com](mailto:shophk@chaumet.com) from Monday to Sunday, from 10:00 am to 9:00 pm.

The customer retains responsibility for the telecommunications expenses when accessing the Internet and the use of the [www.chaumet.com](http://www.chaumet.com) website.

The photographs, graphics and descriptions of the products offered for sale are indicative only and are not binding on Chaumet. Customers are able to obtain additional information by contacting Chaumet Distance Selling Service by telephone or by e-mail.

In the event of an obvious error between the characteristics of the items and their representation, Chaumet disclaims responsibility.

The customer shall be able, prior to definitively validating his order, to check the details of his order control and its total price, and to correct any errors, before confirming it and thereby expressing his acceptance. Once the customer has validated his order, Chaumet shall acknowledge receipt of the latter without delay and by electronic means. However, the sale shall only be considered as final once payment of the order in full has been received. Chaumet shall then send the customer confirmation of the order, stating shipment of the items.

Chaumet shall be entitled to refuse any order that is abnormal or placed in bad faith. In addition, Chaumet shall be entitled to refuse any order from a customer with whom a dispute regarding payment of a previous order exists.

## **6.Price of items**

The price of the items is stated in Hong Kong dollars, including all domestic taxes (if any), unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

Costs of importing the items (foreign taxes and customs duties) are borne by the customer.

Delivery costs are charged as follows:

For information only and subject to confirmation:

- For orders delivered within Hong Kong SAR, delivery costs are usually offered free-of-charge.
- For orders delivered outside Hong Kong SAR, delivery costs will be communicated on a case-by-case basis.

The price includes local tax (if any) of each of the items that the customer wishes to purchase, the carriage costs for their delivery (if these carriage costs are not borne by Chaumet), as well as any potential import costs, shall be communicated to the customer either during the call to Chaumet Distance Selling Service or by electronic means.

The customer shall receive, on delivery, for each of the items, written confirmation of the price paid indicating the price of the items, the delivery costs and the import costs, if applicable, borne by the customer.

## **7.Payment conditions**

A sale is confirmed only once payment has been received by Chaumet. Payment of the customer's purchases is made by way of a secured payment link emailed to the customer or by bank transfer. The following network payment cards are accepted: Visa, Mastercard.

## **8.Delivery**

Costs of importing the items (foreign taxes and customs duties) are borne by the customer.

Delivery costs are charged as follows:

For information only and subject to confirmation:

- For orders delivered within Hong Kong SAR, delivery costs are usually offered free-of-charge.
- For orders delivered outside Hong Kong SAR, delivery costs will be communicated on a case-by-case basis.

Subject to the provisions of the paragraph below, the delivery of the items may be made only to the customer's permanent home or a commercial address, except by express agreement given by Chaumet Distance Selling Service, by electronic means.

The customer may also have the items delivered to a natural person of his choice as part of the Gift Service implemented by Chaumet.

It is understood that no delivery may be made to hotels or post-office boxes.

Delivery of the items shall be made, after payment of the total of the order has been recorded, to the customer's address. Delivery of the items ordered shall be made in Hong Kong SAR and Macau SAR at the latest within 7 days from the day of following the order, subject to the payment in full of the price. For the Markets other than Hong Kong SAR and Macau SAR, delivery of the items ordered shall be made at the latest within 30 days from the day of following the order, subject to the payment in full of the price.

Chaumet shall deliver the ordered items either by courier or by express carriage or by simple package. Alternatively, the customer may choose to pick the ordered items at the designated

Chaumet store as communicated by Chaumet to the customer. Delivery times communicated by Chaumet shall be indicative only and in any case shall not exceed the maximum periods stated above.

If, on delivery, the external appearance of the package is not perfect, the customer shall open it in the presence of the carrier in order to check the condition of the item. In the event of damage to the item, the client shall indicate this damage exactly on the return order form and the provisions of Article 11 below shall remain applicable.

## **9.No refund of items**

Once the customer has made the payment, no refund will be entertained as far as it is permissible under the relevant Hong Kong law.

## **10.Exchange**

The following exchange option is only available for order(s) delivered to Hong Kong SAR and Macau SAR.

Chaumet wishes to offer its customers the possibility of exchanging items delivered according to the conditions described below.

The customer may, at his choice, within fourteen days from the date of receipt of the ordered item(s):

Either make an exchange at distance. In this case, the customer may call the Distance Selling Service and shall have to return the delivered items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by the duly completed return order form as well as a copy of the invoice, to the following address: Shop G01 – 201, 1881 Heritage, 2A Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong SAR.

It is the customer's responsibility to keep proof of this return, which presupposes that the items must be returned using a recorded delivery service or by any other means providing a certain date and with the costs of return remaining borne by the customer. Any new delivery may be made only once Chaumet has received the items returned by the customer.

Or go in person to the following address: Chaumet Heritage 1881 Boutique Shop G01 -201, 1881 Heritage, 2A Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong SAR, with the delivered items in their original packaging, complete (boxes, accessories, booklet, warranty) and a copy of the invoice in order to perform the exchange.

Regardless of the option chosen, returned items which are incomplete, damaged, spoiled, soiled or in any other condition which would reasonably leave one to think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned by post in the case of an exchange at distance.

In case of an exchange of items, the initial sale shall be rescinded. The payment of the new sale shall be made by offsetting it with the amount of the previous sale, it being understood that any overpayment shall give rise to the issuance of a credit note to the customer's benefit.

In the event of an exchange of items via the Distance Selling Service, the new sale shall be subject to these General Conditions of Sale.

## **11.Compliance – Warranty**

The customer must ensure that the items which have been delivered to him correspond to his order. Should the delivered items not comply with his order, the customer shall inform Chaumet Distance Selling Service by telephone or by an electronic means and return the items in question according to the conditions set out in Article 8 of these General Conditions of Sale.

Notwithstanding the specific warranty conditions remitted to the customer with the delivered item, Chaumet items are subject to the warranty conditions laid down by the law.

## **12.Claims – Information**

For any information, claim or question relating to the conditions of sale by correspondence implemented by Chaumet or the items themselves, customers must contact Chaumet Distance Selling

Service by telephone: +852 2816 5068, or by e-mail: [shophk@chaumet.com](mailto:shophk@chaumet.com), stating, if relevant, information relating to their order.

### **13. Electronic files - Protection of privacy**

Personal Data may be processed by CHAUMET in the context of the execution of distance orders. Consequently, CHAUMET will be subject to the obligations provided by the applicable regulation on the protection of Personal Data. For more information on the practices of CHAUMET with regards to personal data protection, you can click on <https://www.chaumet.com/en/privacy-policy>

### **14. Intellectual property rights**

The “Chaumet” trademark, as well as all the figurative trademarks or otherwise and more generally all other trademarks, illustrations, images and logotypes shown on 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 trademarks, 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 trademark, 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.

### **15. Force majeure**

The performance by Chaumet of all or part of its obligations shall be suspended in the event of the occurrence of a fortuitous event or force majeure which would hamper or delay performance.

The following are regarded as such, in particular, without this list being exhaustive: war, pandemics, riots, insurrection, social unrest, strikes of all kinds and problems of supply to Chaumet.

Chaumet shall inform the customer of a fortuitous event of this kind or force majeure within seven days of its occurrence. Should this suspension continue beyond a period of fifteen days, the customer would then be able to terminate the current order, and he would then be refunded in accordance with the conditions set out in Article 8 of these General Conditions of Sale.



## **16.Applicable law – Language - Disputes**

These General Terms and Conditions of Sale are governed by and subject to the laws of Hong Kong Special Administrative Region (“HKSAR”). They are drafted in English. If they are translated into one or more languages, the English version shall prevail should a dispute arise.

All disputes which may arise from these General Terms and Conditions of Sale that could not be settled through an amicable solution (including mediation as the case may be), shall be subject to the jurisdiction of the competent courts of HKSAR.

## **17.Special conditions of sale of personalized items**

Engraving and adjustment to size of a wrist watch or a jewellery item.

Chaumet offers the personalization of certain products. The special conditions below apply to all sales of items thus personalized, concluded at distance. All provisions of the above General Conditions of Sale not modified by these Special Conditions shall remain applicable.

### **17.1. Order Procedure**

The order of personalized items is placed in accordance with the provisions of Article 5 of the above General Conditions

By personalized items, Chaumet means any item that has been modified to better meet the customer’s requirements. Below is a list of items frequently concerned, given for information:

- Ring 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.

With regard to the order of items personalized by Chaumet at the customer’s express request, the specific conditions below apply:

The description of changes to be made to the items shall be detailed by electronic means by Chaumet's Distance Selling Service. Changes shall only be made once their explicit acceptance has been given by the customer by electronic means also.

### **17.2. Return and Exchange of Personalized items**

On account of their distinct personalized character, personalized items cannot be returned, refunded or exchanged. Consequently, Article 10 of the above General Conditions does not apply to personalized items, whatever the personalization service used. Notwithstanding the foregoing, the customer continues to benefit from the guarantees laid down in Article 11 of the above General Conditions.

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