

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

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## **1. Introductory article**

The company Chaumet Iberia, S.L.U.(hereinafter referred to as “Chaumet”) offers Chaumet items for sale in Spain (excluding Ceuta, Melilla and the Canary Islands).

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 distance selling provisions of Royal Decree-Law 1/2007, of November 16<sup>th</sup> approving the revised text of the General Law for the Defense of Consumers and Users (hereinafter, the “Spanish Law for the Defense of Consumers and Users”).

The use of the distance selling process described in these General Conditions of Sale is reserved for consumers only, within the meaning that the applicable laws, regulations 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 Spain (excluding Ceuta, Melilla and the Canary Islands).

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 resolute 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**

Chaumet Iberia S.L.U.

A limited liability company with capital of €3,000, recorded in the Commercial Registry of Madrid at Volume 36,449, page 20, Sheet M-654881 and whose registered office is at Calle Serrano No 16, 28001 Madrid.

Corporate Identification Number ("CIF"): B-87888780

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

Information about 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 applicable laws and regulations in force.

### **5. Item orders**

Orders will be received, in Spanish, English, French and Mandarin by Chaumet Distance Selling Service either (i) on +34 915 90 72 80 (cost of a local call from Spain), or (ii) via email [madrid@chaumet.com](mailto:madrid@chaumet.com) from Monday to Saturday, from 11:00 am to 8:00 pm, except on public holidays.

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. Customers are able to obtain additional information by contacting Chaumet Distance Selling Service by telephone or by e-mail.

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 euros, including all domestic taxes, unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

The price incl. VAT 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 him either during his 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 him.

## **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: “CB” (Blue Card), Visa, Eurocard/Mastercard, American Express

However, Chaumet reserves the right to require the payment of a deposit to reserve the item or the items for the customer. Indeed, certain articles available for sale by telephone or email are unique pieces, limited series or customized items. Therefore a customer who wishes to acquire this type of item shall have to confirm his order by means of the payment of a deposit equivalent to at least 20% of the total amount of the order.

## **8. Delivery**

For orders delivered within Spain (excluding Ceuta, Melilla and the Canary Islands), delivery costs are usually offered free-of-charge.

Subject to the provisions of the paragraph below, the delivery of the items may be made only to the customer’s permanent home, 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, business addresses 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. In accordance with the provisions of Spanish Law for the Defense of Consumers and Users, delivery of the items ordered shall be made at the latest within 30 calendar days from the day following the conclusion of the sale, subject to the payment in full of the price.

Chaumet shall deliver the ordered items by courier. Delivery times communicated by Chaumet shall be indicative only and in any case shall not exceed the maximum period of 30 calendar days 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 moreover remain applicable.

## **9. Satisfied or refunded - Right of withdrawal and refund of items**

Those of Chaumet's customers who are not satisfied with the ordered items may exercise their right of withdrawal laid down in the Spanish Law for the Defense of Consumers and Users in the best conditions.

Thus, the customer may return the items delivered within fourteen (14) calendar days following the delivery date, 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: Chaumet Madrid Calle de José Ortega y Gasset, 13 28006 Madrid. Chaumet will acknowledge receipt of the items by email upon arrival.

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 and risks of return remaining borne by the customer.

The refund of the returned items at the invoiced price shall be made according to the payment method for the items, by credit of the customer's bank account corresponding to the credit card used for the payment or by transfer to the customer's bank account, within fourteen (14) calendar days following the date the customer has informed Chaumet of the decision to exercise his right of withdrawal.

Chaumet may withhold the refund until the items are received from the customer or until the customer has supplied evidence of the return of the items, whichever is the earliest.

It is specified that when using the Gift Service, the right of withdrawal remains to the sole benefit of the customer and may in no case be exercised by the recipient of the gift.

The items will be verified upon its reception by Chaumet in order to ensure that said items are in perfect conditions before to reimburse the customer. 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.

## 10. Exchange

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 thirty days following the delivery date:

Either make an exchange at distance. In this case, the customer may contact by e-mail or 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: Chaumet Madrid, Calle de José Ortega y Gasset No. 13, 28006 Madrid

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 Madrid, Calle de José Ortega y Gasset No. 13, 28006 Madrid (Spain), 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, within one (1) week 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 commercial warranty conditions remitted to the customer with the delivered item, Chaumet items are subject to the legal warranty of conformity provided in the Spanish Law for the Defense of Consumers and Users.

The customer may choose to repair or replace the item, unless one of these choices results in a manifestly disproportionate cost for Chaumet. If the repair or replacement of the item are unavailable, the customer may be refunded the price paid and return the item or keep the item and be refunded a portion of the price, unless the non-conformity is minor.

This warranty will only apply if the customer makes the request within two (2) years of delivery of the items. Any non-conformity which becomes apparent within six (6) months of delivery shall be presumed to have existed at the time of delivery, unless proven otherwise.

## **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: +34 915 90 72 80 (price of a local call from Spain), or by e-mail: [madrid@chaumet.com](mailto:madrid@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, in particular the GDPR and any other applicable national legislation, including Organic Law 3/2018 of December 5<sup>th</sup>, on the Protection of Personal Data and Guarantee of



Digital Rights. 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 Spanish law. They are drafted in Spanish. If they are translated into one or more languages, the Spanish 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 Spanish competent courts of the place where the customer resides or the place where Chaumet is domiciled, at the choice of the customer. .

With respect to any dispute in relation to an order placed with the Distance Selling Service or the delivery of any such order, and following unsuccessful written complaint from the Customer to the Customer service department (dated within one (1) year), the Customer may refer such dispute to any alternative dispute resolution and in particular the services of the European dispute resolution online platform at the following address: <http://ec.europa.eu/odr> which will try, with complete independence and impartiality, to reach an amicable solution. The Customer is free to accept or to refuse the recourse to mediation process, and each Party is free to accept or to refuse the solution proposed by the mediator.

## **17. Special conditions of sale of personalised 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, Articles 9 and 10 of the above General Conditions do 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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