

United Arab Emirates

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

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1. Introductory article

The company Chaumet EAU Trading L.L.C (hereinafter referred to as “Chaumet”) offers Chaumet items for sale in the United Arab Emirates

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 website.

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 United Arab Emirates.

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.

3. Identification of the author of the offer

Chaumet EAU Trading LLC

A limited liability company with capital of AED 300,000 registered under license number 657052 whose registered office is at PO Box 49283VAT 100276097100003

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 website.

5. Item orders

Orders will be received, in Arabic or in English, by Chaumet Distance Selling Service either (i) on +971 56 5027775, from Sunday to Thursday, from 10:30 am to 7:00 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 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 AED, including all domestic taxes, unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

Delivery is free of charge.

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 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: Visa, 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. Item ownership will transfer to the customer upon receipt of the full payment, at which stage the sale will be perfected.

8. Delivery

Delivery costs and costs of importing the items (foreign taxes and customs duties) are borne by Chaumet.

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 at the latest within 15 days from the day following the order, subject to the payment in full of the price.

Chaumet shall deliver the ordered items either by driver. Delivery times communicated by Chaumet shall be indicative only and in any case shall not exceed the maximum period of 15 days stated above.

If, on delivery, the external appearance of the package is not perfect, the customer shall contact the Chaumet Distance Selling Service

9. Satisfied or refunded - refund of items

Thus, the customer may return the items delivered within thirty (30) days following the delivery date, in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by a copy of the invoice, by contacting the Customer Services Department or by visiting any Chaumet store in the United Arab Emirates Chaumet will acknowledge receipt of the items by email upon arrival.

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 thirty days following receipt by Chaumet of the returned items.

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.

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 call the Distance Selling Service and shall arrange for a pick up of the delivered items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by the copy of the invoice,

Or go in person to one of our stores in the United Arab Emirates 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 will be returned to the customer. and

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

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.

The customer should contact Chaumet in case of a defective item. Items damaged as a result of normal wear and tear are not considered to be damaged or defective.

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: +971 56-5027775 or by e-mail: shopme@ae.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. 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 Dubai laws, United Arab Emirates They are drafted in English and Arabic. In case of inconsistency between English and Arabic version the Arabic 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 Dubai competent courts.

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.

Latest Update: May 2020