

South Korea

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

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Privacy Policy

The Privacy Policy of Chaumet is applicable when using the services offered by Chaumet.

An addendum to this Privacy Policy of Chaumet is applicable to Chaumet customers who reside in Korea.

Discover this privacy policy & addendum by clicking [here](#).

1. Introductory article

The company Chaumet Korea LLC (hereinafter referred to as “Chaumet”) offers Chaumet items for sale in South Korea.

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 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 South Korea.

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 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 website. Should, after the date of their modification or the removal of the 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.

The consumer must be at least 19 years of age to use this service. Otherwise, a minor consumer, his/her legal guardian, or Chaumet have the right to cancel any agreements entered into without the consent of the legal guardian, with respect to the General Conditions of Sale.

3. Identification of the author of the offer

Chaumet Korea LLC

A private limited company registered in Seoul, represented by Jean-Marc Mansvelt, whose registered office is at 4F Yusin Bldg. 329, Dosan-Daero, Gangnam-Gu, Seoul, Korea.

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.

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 or in Korean, by Chaumet Distance Selling Service either (i) on +82 53 245 2245, or (ii) via email shopkr@chaumet.com from Monday to Thursday, from 10:30 am to 8:00 pm; Friday to Sunday, from 10:30 am to 08:30 pm, except on Shop's non-operating days.

The customer retains responsibility for the telecommunications expenses when accessing the Internet and the use of the www.chaumet.com website.

As regards any product information, Customers are able to obtain additional information by contacting Chaumet Distance Selling Service by telephone or by e-mail.

To the extent permitted by law, 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 Korean Won, including all domestic taxes (if any), unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

Delivery costs are charged as follows:

For information only and subject to confirmation:

– For orders delivered within South Korea, delivery costs are usually offered free-of-charge.

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) 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, 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: the cards accepted by our credit card payment system.

8. Delivery

Delivery costs are charged as follows:

For information only and subject to confirmation:

– For orders delivered within South Korea, 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 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. Chaumet will use its best endeavor to deliver the items ordered within 30 days upon receipt of the full payment of the price, or the delivery date shall be communicated with the customer separately.

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 Chaumet will use its best endeavor to deliver the items ordered within 30 days upon receipt of the full payment or at such other time as communicated with the customer. 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. 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 Act on the Consumer Protection in Electronic Commerce, etc. ("E-Commerce Act").

Thus, the customer may return the items delivered within seven (7) days upon receipt of the item(s), 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 Korea LLC, 4F Yusin Bldg. 329, Dosan-Daero, Gangnam-Gu, Seoul, Korea. 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 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 three (3) business days from the next day of receipt of the returned goods.

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

The following exchange option is only available for order(s) delivered in South Korea.

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 seven (7) 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: Chaumet Korea LLC, 4F Yusin Bldg. 329, Dosan-Daero, Gangnam-Gu, Seoul, Korea.

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 place where you are informed when applying for exchange, 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.

DISCALIMER: products are not subject to refund or exchange if the following happened: (i) Due to the nature of leather goods, there may be minor scratches. These are not defects but rather a natural part of the product. (ii) The color of certain products may appear slightly differently on the computer screen, due to differences in computer resolution. A slight difference in color therefore does not constitute a defect in the product itself. (iii) damages caused by the carelessness of the customer.

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: +82 53 245 2245, or by e-mail: shopkr@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 Korea. 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 applicable jurisdiction under the Korean Civil Procedure Code and the E-Commerce Act.

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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