

GENERAL TERMS AND CONDITIONS OF DISTANCE SELLING AND INTERNET SALES OF CHAUMET ITEMS (NOT APPLICABLE TO IN-STORE SALES)

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1. Introduction

The company Chaumet International S.A. (hereinafter referred to as “**Chaumet**”) markets Chaumet items worldwide.

In an effort to better meet its customers' needs, Chaumet has decided to establish, in parallel with the network of its existing boutiques, a network of distance selling and internet sales for some of its products. To this end, pursuant to article L.221-1, I, 1° of the French Consumer Code, the term Distance Selling refers to any contract concluded between Chaumet and a consumer as part of an organised distance selling framework, without the simultaneous presence of the Chaumet professional and the consumer, through the exclusive use of one or more remote communication techniques up until the contract is concluded.

This Distance Selling and Internet Sales network includes:

- remote selling by telephone or by email by means of Chaumet’s Distance Selling Service (referred to hereinafter as “**Distance Selling**”). Discussion with the customer will begin by telephone and/or email and the order will be placed via email.
- e-commerce sales via Chaumet’s website identified by its domain name www.chaumet.com/fr (referred to hereinafter as “**Internet Sales**”). The customer’s order will be placed on the website.

This sale of products to the customer is governed by the general terms and conditions of sale herein (referred to hereinafter as “**General Terms & Conditions of Sale**”).

We remind you that the provisions of these General Terms & Conditions of Sale do not apply to in-store sales.

These General Terms & Conditions of Sale apply to both Distance Selling by telephone or email and Internet Sales, it being specified that in order to avoid any confusion, special provisions applying to either one of these sales channels are indicated where necessary and that other provisions, in the absence of any specific indication, apply equally to both channels.

The list of Chaumet items available for Distance Selling may be consulted on the website www.chaumet.com/fr. For the purpose of Internet Sales, Chaumet has provided a selection of items. As such, all Chaumet items available for order within the framework of Internet Sales will have a “Buy now” button feature on the product page concerned.

The system thus set up, which implies an active approach on the part of the customer, complies in all respects with the requirements for distance selling and, in particular, with articles L.221-1 et seq. of the French Consumer Code.

For all Distance Selling, it is stipulated that Chaumet does not carry out any solicitation or telephone canvassing of its customers or prospects and that as a result, the provisions of the French Consumer Code applicable to private telephone canvassing, and in particular articles L.221-16 and L.221-17 of said code, are not applicable to the transactions referred to herein. For all intents and purposes, and pursuant to article L.223-2 of the French Consumer Code, it is specified that the customer may register on the “Bloctel” list of opposition to telephone canvassing.

The use of the Distance Selling and Internet Sales procedures described herein is strictly reserved for consumers acting exclusively on their own behalf. As a reminder, the French Consumer Code defines a consumer as any private individual who acts outside the scope of their commercial, industrial, craft, liberal or agricultural activity.

As a result, any customer, prior to any order, declares acting in their capacity as a consumer and that the purchases are carried out for their personal needs and not for commercial purposes or resale. They also certify that they have the required legal capacity to contract and purchase the proposed items. In addition, they guarantee the veracity and accuracy of the information provided.

2. Scope of application

These General Terms & Conditions of Sale are applicable to all Sales of Chaumet items concluded with consumers, as defined below:

- **by intermediary of the Distance Selling Service** set up by Chaumet, for delivery in Europe, the Middle East, the Americas and Africa
- **by using Chaumet’s Website**, for delivery in metropolitan France

Any Remote Sale or Internet Sale of Chaumet items is concluded under the precondition of the express acceptance of the present General Terms & Conditions of Sale by the customer.

Pursuant to the provisions of article 1127-1 of the French Civil Code, these General Terms & Conditions of Sale may be kept as a computer file by any person visiting the website www.chaumet.com/fr, by downloading a pdf version hereof by clicking *here*. The customer may also produce a printed copy hereof; these General Terms & Conditions of Sale will remain enforceable as long as they are featured on the website

www.chaumet.com/fr. In the event that, following their modification or deletion from the website www.chaumet.com/fr, the present General Terms & Conditions of Sale should remain accessible to the public via other websites or by any other means, they shall no longer be opposable to Chaumet. Chaumet may update or alter these General Terms & Conditions of Sale. The most recent version of the General Terms & Conditions of Sale will, however, always be available on the Website. In all events, the terms and conditions applicable to the sale of items are those in force at the time of sale.

3. Identification of the tenderer

Chaumet International SA
a limited company with capital of €42,430,230, registered in the Paris Trade and Companies Register under the no. B 342 966 942, whose head offices are located at 10-12, place Vendôme, 75001 Paris (France).
TVA FR-13 342 966 942
Email: information@chaumet.com
Telephone: +33 (0) 144 772 626

4. Information concerning items

The essential characteristics and information relative to all the Chaumet items likely to be sold by the company by means of Distance Selling are available, with their references, in all Chaumet boutiques as well as on the Website www.chaumet.com/fr. The customer is invited to review this information before any placement of order(s).

This information complies with the requirements of the legal and regulatory texts in force and, in particular, articles L.221-11 et seq. of the French Consumer Code in respect of remotely concluded contracts.

It is hereby recalled that all Chaumet items available for order through Internet Sales will have a “Buy now” button feature on the product page concerned. Chaumet invites its customers who wish to order items which are unavailable on the Website to visit a boutique or to order by means of the Distance Selling Service.

Before placing an order the customer shall be informed, either by the Distance Selling Service or on the Website page describing each item, of the availability of the item in question. Quantities are checked by Chaumet prior to all placing of orders. Should it transpire that despite the vigilance of Chaumet, the items ordered are no longer available, Chaumet shall inform the customer by telephone or email within the briefest

of delays that the order cannot be fulfilled and that the payment method communicated at the time of order has not been and shall not be debited. In all events, the availability of the item will be confirmed once the customer receives written confirmation of the order and its shipping.

Photographs, artwork and descriptions of products available for sale are presented purely for illustrative purposes and in no way engage the liability of Chaumet. Customers are able to obtain additional information by contacting Chaumet's Distance Selling Service by telephone or email or, in the case of Internet Sales, the customer relations department by telephone or email (hereinafter referred to as the "**Customer Relations Department**") For further details, see article 12 hereof.

In the event of an apparent error between the characteristics of an item and its representation, Chaumet shall not be held responsible.

5. Ordering items

Orders placed through Distance Selling

Orders are placed by following the steps described below:

- Orders will be received, in French or in English, by Chaumet's Distance Selling Service on (i) +33 (0) 156 885 020 (cost of a local call from France), either (ii) via the automatic call back feature, at Chaumet's expense, available on the website www.chaumet.com/fr and this from Monday to Saturday from 10:30 am to 7 pm, excluding bank holidays and exceptional closures in August, or (iii) by email at the following address: shop@chaumet.com.

The customer must complete the necessary information for the proper placing and shipping of the order.

No later than the beginning of the order process, Chaumet will indicate the accepted payment methods and any possible restrictions to delivery.

- The customer will receive the General Terms & Conditions of Sale as well as the detail of their order via email. In application of the provisions of article 1127-2 of the French Civil Code, they will be able to check their order details, total price and correct any mistakes before confirming their acceptance.

The order will be registered only when the customer has expressly accepted the General Terms & Conditions of Sale and confirmed the order by replying to the aforementioned email. The link for payment will effectively be sent to the customer upon express acceptance of the General Terms & Conditions of Sale by the latter.

- The payment will be carried out by means of a secure payment link sent to the customer or via bank transfer from the customer.

Orders placed through Internet Sales

Orders are placed by following the steps described below:

- The customer shall select on the Website the item(s) and quantity(ies) they wish to order. Once the customer has chosen the item available for sale on the Website, they may add it to their shopping bag. The customer may then decide to continue their purchases and add them to the shopping bag (subject to availability and quantities) or to proceed to checkout for the item. Throughout the order process, they may remove one or more previously selected items from the shopping bag.
- Once the selection is complete, the customer may then confirm the contents of their shopping bag by placing an order as a guest or using their registered account. For this purpose, the customer may:
 - create a Chaumet account by providing certain information (name, home address, email, telephone number), or
 - enter their login details to access their account if it has already been created.

The customer must complete the necessary information for the proper placing and shipping of the order. No later than the beginning of the order process, Chaumet will indicate the accepted payment methods and any possible restrictions to delivery.

- In application of the provisions of article 1127-2 of the French Civil Code, the customer shall then be able to check the details of their order, its total price and their personal information (particularly the email address, shipping address, delivery method, billing address) and correct any errors.

The customer then confirms all the details appearing on the order summary page to express their final acceptance before proceeding to checkout.

The Website order will be registered only when the customer has expressly accepted the General Terms & Conditions of Sale by ticking the checkbox provided. Next to this checkbox, accessible via the page for order checkout, there is a hypertext link for the General Terms & Conditions of Sale. The customer will not be able to transfer any payment information or proceed to payment of their order unless the aforementioned checkbox has been ticked.

By clicking on the ‘place the order and pay’ button, the customer shall effectively place a firm order for the item(s) placed in their shopping bag.

Provisions applying to both Distance Selling and Internet Sales

Once the customer has confirmed their order and carried out its payment, whether by means of Distance Selling or Internet Sales, Chaumet will acknowledge receipt of the former without undue delay (confirmation of the customer's order details and order reference number). This email acknowledging receipt of the order does not however mean that the customer's order has been accepted. Indeed, Chaumet will carry out the usual security checks in terms of the fight against fraud and subject to final verification of product availability, as some Chaumet items are only available in limited quantity.

The sale will only be deemed definitive upon receipt by the customer of the email confirming order shipment from Chaumet.

Pursuant to the provisions of article L.121-11 of the French Consumer Code, Chaumet reserves the right to refuse or cancel any order for legitimate and objective motives as defined by jurisprudence (e.g., without this being exhaustive, in the event of an irregular order, placed in bad faith, or a customer with whom there is a dispute relating to the payment of a previous order, etc.).

For Internet Sales, should an order be cancelled following validation of online payment, an email will be sent to the customer informing them that the order will not be fulfilled and that the payment method used has not been and will not be debited for this order.

For Distance Selling, should an order be cancelled following validation of online payment, an email will be sent to the customer informing them that the order will not be fulfilled and that they will be refunded using the same payment method as that initially used.

6. Price of items

The price of items communicated by the Distance Selling Service on the Website is inclusive of all taxes (VAT) in Euros, unless otherwise expressly stated at the time of order placed by telephone or email to the Distance Selling Service or on the Website.

Delivery costs are assumed by Chaumet for both Distance Selling and Internet Sales. Importation costs will be billed for Distance Selling for deliveries outside metropolitan France.

The price, including taxes for each item that the customer wishes to purchase, as well as any importation costs, will be communicated to them at the time of order placement and before validation of the order, either during their call to Chaumet's Distance Selling Service, or via email, or on the Website in the event of an order placed on the Website.

Pursuant to the provisions of article L.221-11 of the French Consumer Code, the customer will receive by email for each of the items, at the latest upon delivery, written confirmation of the price detailing the price of the item(s) and where relevant, the importation costs charged to them.

The price of items is subject to change over time and may be altered without notice, it being specified however that these changes will not affect orders already placed or in progress.

7. Terms of payment

For orders placed through Distance Selling

The sale will be confirmed and delivery triggered once full payment has been received by Chaumet.

The settlement of customer purchases is carried out via a secure payment link sent by email to the customer or by bank transfer. In the event of payment via bank transfer, Chaumet will communicate banking details to the customer via email for the account to which payment must be made. The following card payment networks are accepted: "CB" (Carte Bleue), Visa, Eurocard/Mastercard and American Express. The customer's bank card will be debited at the time of order payment.

Chaumet reserves the right to require down payment for the reservation of certain items on behalf of the customer. Indeed, some items available for Distance Selling are unique pieces, limited series or special orders. Therefore the customer who wishes to purchase an item of this kind must confirm their order through settlement of a down payment equivalent to at least 20% of the total amount of the order.

For orders placed through Internet Sales

The settlement of customer purchases is carried out via a secure payment platform accessible on the Website at the time of order placement.

The following card payment networks are accepted: "CB" (Carte Bleue), Visa, Eurocard/Mastercard, American Express, Union Pay and PayPal.

The customer's bank card will be debited at the time of order shipping.

To this end, the customer guarantees that they are the holder of the bank card. The authentication method used is specific to each bank. Control is carried out online with the competent banking institutions and organisations. Furthermore, in the fight against internet fraud, Chaumet uses a specific detection tool. If it proves impossible to debit the sums due by the customer for any reason whatsoever (particularly suspicion of fraud, opposition, refusal of the issuing centre, etc.), the purchasing process on the Website will be immediately cancelled and the customer will be informed that payment was not completed and that no sum was debited.

It is hereby specified that no advance payment will be requested for sales on the Website.

8. Delivery

Chaumet delivers the items ordered either by courier or by express carrier, depending on the delivery address provided.

For all Distance Selling or Internet Sales, it is understood that no delivery can be made to postal boxes.

At the time of ordering, the customer may indicate a recipient other than themselves.

Proof of receipt, signed by the recipient of the parcel, will be systematically required.

Delivery of items will be made to the address of the customer or the designated recipient, indicated at the time of ordering, once payment of the order amount has been received. Pursuant to the provisions of article L.216-1 of the French Consumer Code, delivery of the item(s) ordered will take place within thirty (30) days from the day following the order.

Chaumet will make every effort to comply with the delivery times communicated, which are nonetheless communicated for information purposes only and in all events will not exceed the maximum period of thirty (30) days mentioned above.

Should the customer or recipient be absent upon order delivery, the customer will be informed by email or by telephone of the unsuccessful delivery attempt. It will be the customer's responsibility to reschedule a new delivery with the carrier.

Following several unsuccessful delivery attempts or in the absence of a new delivery date being scheduled by the customer after an unsuccessful delivery attempt, the items ordered will be returned to Chaumet. The order will then be cancelled and the customer shall be refunded using the same payment method initially used at the time of placing the order.

The delivery of goods will be accompanied by a certificate of authenticity.

In accordance with regulations, the transfer of risks of loss or damage to the item(s) will be made at the time the customer (or designated recipient) takes physical possession of the item(s) ordered. The transfer of ownership of the item(s) by Chaumet in favour of the customer will take place only upon full payment of the price by the latter.

9. Satisfied or your money back - right of withdrawal and return of items

Chaumet intends that those of its customers who are not satisfied with the items ordered may exercise, under optimum conditions, their right of withdrawal, provided for in articles L.221-18 to L.221-28 of the French Consumer Code, whether for orders placed through Distance Selling or via Internet Sales.

As a consumer, the customer may exercise their right of withdrawal within fourteen (14) days following the date of receipt of the items by the customer (or their designated recipient) and do so without justifying their motives. The customer will then return the delivered item(s) to Chaumet with fourteen (14) days at most following communication of their decision to withdraw.

To exercise the right of withdrawal for Distance Selling, the customer shall notify the Distance Selling Service by email of their decision to withdraw from their purchase within fourteen (14) days following receipt of the parcel using one of two options:

- with an unequivocal statement expressing their desire to withdraw,
- or if they prefer, by sending the withdrawal form duly completed and signed. The withdrawal form is attached in appendix hereto and may be sent in advance by email upon request from the customer.

The email must be sent to the email address used to carry out the initial sale.

Having been informed of the customer's desire to withdraw, the Distance Selling service will send the withdrawal form to the customer via email without delay (provided the

customer has not already sent it) along with the prepaid return label to be affixed to the package. Instructions for the deposit of the package and the return address will be indicated on the prepaid return label.

To exercise the right of withdrawal for Internet Sales, the customer may exercise their right of withdrawal online by logging in to their customer account on the Website www.chaumet.com if he/she created one at the time of placing the order, or by visiting https://www.chaumet.com/fr_en/rma/guest/login/ in the case of orders placed in guest mode. They must inform Chaumet of their decision to withdraw within fourteen (14) days following receipt of the parcel. To this end, they will complete and transmit online the withdrawal form accessible on the Website. Chaumet will send the customer, without delay, an email acknowledging receipt of the withdrawal. The customer will then have access to a prepaid return label that they will need to print out and affix to the package. Instructions for the deposit of the package and the return address will be indicated on the prepaid return label available via the customer account.

Whether for Distance Selling of Internet Sales, the customer must return the delivered item(s) within fourteen (14) days from the date of their decision to withdraw in the complete original packaging (cases and other packaging, protections, security seal(s), certificate of authenticity, any other accessories) along with the withdrawal form duly completed (unless the form has already been completed and sent) as well as a copy of the invoice, to the address indicated on the return label.

It is up to the customer to use the prepaid return label provided by Chaumet and to provide proof of the return of the items.

The customer may be held liable in the event of deterioration of items resulting from manipulations other than those required to establish the nature, characteristics and the working order of the goods.

The returned items will be refunded at the invoiced price using the same payment method used for the initial transaction. The refund will be made within a reasonable period and at the latest, fourteen (14) days from the date at which Chaumet was informed of the customer's decision to withdraw. Pursuant to article L.221-24 of the French Consumer Code, Chaumet may withhold reimbursement until recovery of the returned items or until the customer has provided proof of their shipping, the date retained being the first of the two.

It is hereby specified that for reasons of order tracking, the right of withdrawal remains exclusively in favour of the customer having ordered the item(s) and can under no circumstances be exercised by the recipient of a gift.

Any item(s) returned incomplete, damaged, spoiled, deteriorated, dirty or in any other condition that would reasonably suggest the product was used or worn, will not be refunded or exchanged and will be returned to the customer by post.

10. Exchange (exclusively for Distance Selling)

Without prejudice to the legal right of withdrawal and applicable legal warranties, Chaumet wishes to offer its customers the opportunity to exchange delivered items under the terms described below, **and exclusively for Distance Selling**. As such, the customer shall not have the opportunity to exchange delivered items from Internet Sales; the customer may however exercise their legal right of withdrawal and thus be refunded for the returned product under the terms set out above. They may then place a new order.

For Distance Selling, it is nevertheless recalled that the customer fully retains the possibility of exercising their legal right of withdrawal under the conditions described above and of obtaining a refund for the item in question. If the customer would prefer to exchange the product, they may, should they so choose, within thirty (30) days following the delivery date:

- Either proceed with a remote exchange. In this case, the customer may call the Distance Selling Service and must return the delivered items in their full original packaging, (cases, accessories, certificate of authenticity, any security seals) along with the return slip (available in the appendix hereto or that can be sent to the customer via email) duly completed, as well as a copy of the invoice, to the address indicated on the prepaid return label that will be sent to customer by the Distance Selling Service.

It is up to the customer to use the prepaid return label provided by Chaumet and to provide proof of the return of the items. Any new delivery will only be scheduled following receipt by Chaumet of the items returned by the customer.

- Or present themselves at the Chaumet boutique at which the initial transaction was made, with the delivered articles in their full original packaging (cases and other packaging, protections, security seal(s), certificate of authenticity, any other accessories) along with a copy of the invoice, in order to proceed with the exchange.

Regardless of the option chosen, items returned incomplete, damaged, spoiled, deteriorated, dirty or in any other condition that would reasonably suggest the product was used or worn, will be non-exchangeable and will be returned to the customer, by post in the case of a remote exchange.

In the event of the exchange of items, the initial sale will be resolved. Payment for the new sale will be carried out by offsetting the price against the amount of the previous sale, it being understood that any overpayment will result in a credit note in favour of the customer, valid for one year following its date of issue. Any credit note issued by a Chaumet boutique corresponding to overpayment in exchange for items will be exclusively usable in that Chaumet boutique.

For the exchange of items via the Distance Selling Service, the new sale will be subject to the General Terms & Conditions of Sale in force at the time of the exchange.

11. Compliance - warranty

The customer must ensure that the items delivered to them correspond to their order. In the event that the items delivered do not comply with their order, the customer will inform:

- Chaumet's Distance Selling Service for remote sales, by telephone or by email, and return the items in question in full, in their original packaging along with a copy of the invoice under the conditions set out at article 8 of these General Terms & Conditions of Sale;
- Chaumet's Customer Relations department for Internet Sales, by telephone or email, and return the items in question in full, in their original packaging along with a copy of the invoice under the conditions set out at article 8 of these General Terms & Conditions of Sale.

Chaumet products are in all events subject to the conditions of warranty provided for by law. **Chaumet is liable for defects in conformity under the conditions provided for in articles L.217-1 et seq. of the French Consumer Code and for hidden defects under the conditions provided for in articles 1641 to 1649 of the French Civil Code.**

Exercising the legal warranty on conformity

- **In the context of the exercising the legal warranty on conformity, the customer benefits from the legal warranty according to which Chaumet must deliver goods**

in conformity with the contract within the meaning of article L.217-4 of the French Consumer Code as well as with the criteria set out in article L.217-5.

For all intents and purposes, it is hereby specified that goods are conform with a contract if they meet the following criteria, set out in article L.217-4 of the French Consumer Code:

- They correspond to the description, type, quantity and quality and all other characteristics provided for in the contract
- They are suitable for any special purpose sought by the customer, made known to the vendor at the latest upon concluding the contract and that the latter accepts
- They are delivered with all the accessories and installation instructions intended in compliance with the contract
- They are up to date with respect to the contract.

In addition to these criteria, goods are also conform if they meet the following criteria set out in article L.217-5 of the French Consumer Code, in particular:

- They are suitable for use in the manner in which is usually expected of this type of product
- Where applicable, they possess the qualities that the vendor presented to the customer in the form of a sample or model before concluding the contract
- Where applicable, they are delivered with all the accessories, including packaging, and the installation instructions that the customer may reasonably expect
- Where applicable, they are provided with the updates that the consumer may reasonably expect
- They correspond to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, that the customer may reasonably expect for goods of this type, in respect of the nature of the goods and the public statements made by the vendor, by any prior individuals in the chain of transactions, or by an individual acting on their behalf, including through advertising and on labelling.

The vendor is not bound by the public declarations previously mentioned if they show:

- That they were unaware of them and were not legitimately in a position to know them

- That at the time of signing the contract, the public declarations had been rectified in terms comparable to the initial declarations, or
 - That the public declarations did not have an influence on the purchasing decision.
- It is hereby specified that the customer cannot contest the conformity by invoking a defect concerning one or more particular characteristics of the goods, which they were specifically informed deviated from the conformity criteria set out above, deviation to which they expressly and separately consented when the contract was concluded.
- Chaumet takes responsibility for any lack of conformity existing at the time of item delivery which arises within two (2) years from this date. The vendor is also responsible, during the same period, for any lack of conformity resulting, if the situation arises, from the packaging, the instructions or the installation.
- As such, the customer benefits from a two-year period from the date of delivery of the goods in which to act.
- The customer is exempted from proving the existence of the product's lack of conformity within twenty-four (24) months following the delivery of the goods, except for second-hand goods for which this period is reduced to twelve (12) months.
- With regard to the implementation of the legal warranty of conformity, the customer may choose between the repair or replacement of the goods, or failing this, the reduction of the price or the cancellation of the contract. No charge will be made to the customer for the replacement, repair, cancellation or rescission of the contract.

Thus, the customer may request of the vendor that the item be brought into conformity by choosing between the repair or replacement of the item. To this end, they will make the item available to Chaumet who will proceed to make it conform within a reasonable period of time that shall not exceed thirty (30) days following the customer's request. It is specified that the repair or replacement of the non-compliant item includes, if the situation so requires, the removal and return of the item and the installation of the repaired or replaced item by the vendor. The bringing into conformity of the goods takes place in all events at no cost to the customer.

It is therefore up to the customer, except if the bringing into conformity requested is impossible for Chaumet or involves costs which are disproportionate in relation to the alternative solution (taking into account the value of the item, the degree of non-conformity and the eventual possibility of opting for the other solution without major inconvenience to the customer), which is notably the case for limited series or special orders.

In addition, Chaumet may refuse the bringing into conformity of the item if this is

impossible or involves costs which are disproportionate, particularly in relation to the value of the item and the degree of non-conformity. In this case, Chaumet shall provide the customer with written justification.

It is specified that any item repaired in the context of the legal warranty of conformity will benefit from a six-month extension to this warranty. In addition, should the customer choose to have the item repaired but that this cannot be carried out by Chaumet, compliance will be achieved by the replacement of the item. This replacement shall give rise, in favour of the customer, to a new 2-year legal warranty of conformity for the replaced item, which will apply from the item's date of delivery. Provided that Chaumet is notified in advance of their choice, the customer will be within their rights in requesting a reduction in price of the item or the cancellation of the contract in the following cases:

- When Chaumet refuses any bringing into conformity (repair or replacement)
- When the bringing into conformity takes place later than thirty (30) days following the customer's request or if it causes them any major inconvenience
- If the customer has to definitively assume the costs of recovery or removal of the non-compliant goods, or if they assume the installation of the repaired or replaced goods or the associated costs thereof
- When the non-conformity of the item persists despite Chaumet's attempt to make it compliant, having been unsuccessful
- When the lack of conformity is serious enough to justify the immediate reduction in price or the cancellation of the contract, the customer therefore not being bound to request the repair or replacement of the item in advance.

The customer is not however entitled to cancel the sale if the lack of conformity is minor, which will be demonstrated by Chaumet.

The price reduction will be in proportion to the difference between the value of the delivered item and the value of the item should no lack of conformity exist.

Should the contract be cancelled, the customer will return the item to Chaumet, at the expense of Chaumet, who will refund the customer for the amount of the price paid.

Chaumet will refund the amount due upon receipt of the goods or the proof of return provided by the customer and at the latest within the fourteen following days, via the same payment method used by the customer when concluding the contract.

Exercising the legal warranty against hidden defects of the sold item

The customer may also decide to implement the legal warranty against hidden defects of the sold item within the meaning of article 1641 of the French Civil Code according to which “The vendor is bound by the warranty for hidden defects of the sold item which make it unfit for its intended purpose, or that diminish its use to such an extent that the buyer would not have purchased it, or would have paid a lower price, if they had been aware of this/these defect(s).” Pursuant to article 1648 of the French Civil Code, “The case resulting from latent defects must be brought by the purchaser within two years of the discovery of the defect.” In this situation, in accordance with article 1644 of the French Civil Code, the customer may choose between:

- cancellation of the sale by returning the item and by being refunded its price; or
- a reduction of the sale price by keeping the item and by being refunded a portion of the price.

The legal warranty covers all the costs resulting from hidden defects. The customer may also request compensation for any damages caused to persons or goods by the item’s defect.

In summary, where the legal warranty of conformity is concerned, the consumer:

- Benefits from a two-year period from the date of delivery of the goods in which to act
- May choose between the repair or replacement of the goods (subject to the impossibility or cost conditions provided for at article L.217-12 of the French Consumer Code), or failing that, the price reduction or cancellation of the contract under the terms provided for at article L.217-8 of the French Consumer Code
- Is exempted from proving the existence of the product's lack of conformity within twenty-four (24) months following the delivery of the item, except for second-hand goods for which this period is reduced to twelve (12) months.

The consumer may decide to implement the warranty against hidden defects of the sold item within the meaning of article 1641 of the French Civil Code and in this case, they may choose between the cancellation of the sale or a reduction in the sale price in accordance with article 1644 of the French Civil Code.

12. Contact - Claims - Information

For all information, claims or questions relating to the terms and conditions of remote selling set up by Chaumet or to the articles themselves, customers must contact the Chaumet Customer Relations department by telephone: +33 (0) 144 772 626 (cost of a local call from metropolitan France), by email: information@chaumet.com or by post by writing to Chaumet Customer Relations department – 12 place Vendôme, 75001 Paris, FRANCE. Please remember to include details relative to the order.

13. Privacy

The customer's personal data, or where relevant that of the designated recipient of the order, is collected by Chaumet for the purpose of performing the remote order for Distance Selling and Internet Sales. Consequently, Chaumet is subject to the obligations provided for by regulations applicable in terms of the protection of personal data, in particular the EU regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, relating to the protection of individuals with regard to the processing of personal data and the free circulation of this data (GDPR) and any other applicable national law, including the law no.78-18 of 6 January 1978 relating to Computers, Files and Civil Liberties, as amended.

Chaumet may be required to make an automated decision concerning you and, in particular, to terminate the sales process if there is a suspicion of fraud against you.

In accordance with the regulations in force, you have a right of access and of rectification to your personal data, the right to withdraw your consent at any time, the right to request the deletion of your personal data, to oppose its processing or to request the portability of your personal data, to request that its processing be limited and to define guidelines on what happens to your personal data after your death.

To learn more about Chaumet's personal data processing procedures, information on the logic underpinning automated decisions or the terms for exercising your rights, you can consult our privacy policy on each page of our website or you can click on: <https://www.chaumet.com/fr/donnees-personnelles>.

14. Intellectual property rights

The "Chaumet" trademark, as well as all figurative or non-figurative brands and more generally all other brands, illustrations, models, images and logos featured on Chaumet items, their accessories or their packaging, whether registered or not, are protected by rights, in particular intellectual property rights (e.g. Copyright, rights on designs and models, patents, etc.), which are and remain the exclusive property of Chaumet. Any

total or partial reproduction or alteration, distribution or use of these brands, illustrations, models, images and logos, for any reason whatsoever and on any medium whatsoever, without the express prior written consent of Chaumet, is strictly forbidden. The same applies to any combination or conjunction with another brand, symbol, logo and in general any distinctive sign intended to form a composite logo. Any unauthorised use of any of the intellectual property rights may result in liability for the customer.

15. Force majeure

The performance by Chaumet of all or part of its obligations shall be suspended in the event of a fortuitous event or force majeure which would hinder or delay the performance thereof, in accordance with Article 1218 of the French Civil Code.

Considered as fortuitous events or force majeure are war, pandemics, riots, insurrection, social unrest, strikes of all kinds and any supply problems that Chaumet may encounter, without this list being restrictive.

Chaumet will inform the customer of any event of this kind within seven (7) days of its occurrence. In the event that this suspension should continue for more than fifteen (15) days, the customer will be able to cancel any order in progress and they will then be refunded within a reasonable period of no more than fourteen (14) days from the date on which the order in question was cancelled. The customer will be refunded using the same payment method used for the initial transaction

16. Disputes - Applicable law

These General Terms & Conditions of Sale are governed by and subject to French law. They are written in French. Should they be translated into one or more languages, only the French version will be binding in the event of dispute.

In the absence of an amicable solution or recourse to mediation, all disputes to which the General Terms and Conditions of Sale may give rise shall be submitted to the competent courts in Paris (France).

In the event of a dispute concerning an order made through Distance Selling or the delivery of the ordered items and following the customer's prior written claim sent to Customer Services dating back less than a (1) year and remaining unresolved, the customer may, if they so wish, resort to any alternative dispute resolution method and in particular to a mediation procedure by contacting the following mediator – CMAP-

39, avenue Franklin D. Roosevelt, 75008 Paris, France – www.cmap.fr on +33 (0) 144 951 140 and/or by visiting the European online platform for the resolution of disputes at the following address: <https://ec.europa.eu/odr> who will attempt, independently and impartially, to reach an amicable resolution to the dispute. The customer is free to accept or refuse recourse to mediation, and should they choose this recourse, each party is free to accept or refuse the solution proposed by the mediator.

17. Special conditions for the sale of customised items

Chaumet offers, free of charge, a customisation service (engraving and resizing of certain products) on a selection of items.

The special terms and conditions (hereinafter referred to as “Special Conditions”) below are applicable to all Distance Selling items that are customised and concluded remotely. All the provisions of the General Terms & Conditions of Sale set out above and unaltered by these Special Conditions remain in force.

17.1 Order process for all Distance Selling and Internet Sales

Whether for orders placed through Distance Selling or via Internet Sales, the ordering of customised items is carried out in compliance with the provisions of article 5 of the General Terms & Conditions of Sale set out above.

By customised items, Chaumet refers to any item having been modified upon customer request to better meet their requirements. Below is a list of items frequently concerned, provided as an indication:

- Ring, pendant or bracelet on which engraving has been carried out
- Ring which has been resized
- Bracelet or necklace whose length has been altered
- Watch strap whose length has been altered, either by the removal of links for bracelets in steel or gold, or by the cutting of the strap for rubber watch 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 Distance Selling: 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 Internet Sales, the desired alterations to items will appear in the shopping bag to be validated before proceeding to checkout.

17.2. Return and exchange of customised items

Given their distinctly customised character according to customer specifications, customised items cannot be returned, refunded within the framework of the right of withdrawal or exchanged. Consequently, articles 9 and 10 of the General Terms & Conditions of Sale as set out above are not applicable to customised items, regardless of the customisation service used, in accordance with article L.221-28 of the French Consumer Code. Notwithstanding the above, the customer continues to benefit from the guarantees provided for at article 11 of the General Terms & Conditions of Sale as set out above.

Date of the most recent version: October 2021

APPENDIX: WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract.)

For the attention of Chaumet – Customer Relations Department,
email: information@chaumet.com, telephone: +33 (0) 144 772 626

With this form I hereby notify my withdrawal from the contract concerning the sale of
the goods below:

Reference of the item ordered:

(Product code indicated on the invoice (e.g. 081956-052 for jewellery – W17224-33E for a watch)

Ordered on:

Received:

Customer name:

Customer address:

Customer email and telephone:

Customer signature (only in the event of notification of this form in hard copy):

Date:

Remarks:

Please indicate here any clarification that you deem to be of use:

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APPENDIX: RETURN SLIP

Please complete this document carefully and include it with your parcel for any return for exchange or non-conformity of items ordered via our Distance Selling Service. Please also include a copy of your invoice.

For any information, claim or question relative to the terms and conditions of remote selling set up by Chaumet or about the items themselves, please contact our Customer Relations department at Maison Chaumet, by telephone on +33 (0) 144 772 626 (cost of a local call from metropolitan France), or by email: information@chaumet.com.

Date of this request for return:

Surname:

First

name:

Telephone:

Email address:

Reference of the item ordered:

Here, please write the product code indicated on the invoice (e.g. 081956-052 for jewellery – W17224-33E for a watch)

Delivery date:

Here, please write the delivery date indicated on the delivery slip included in your package (DD/MM/YYYY)

Reason for the return:

☐ Exchange

☐ Non-conformity

Tick the reason concerned

Remarks:

Please indicate here any clarification that you deem to be of use:

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