

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 Iberia S.L.U. (hereinafter referred to as “**Chaumet**”) markets Chaumet items in Spain (excluding Ceuta, Melilla and the Canary Islands).

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 92.1 of the Royal Decree-Law 1/2007, of November 16th 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 term Distance Selling and Internet Sales refer 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 distance communication techniques up until the contract is concluded.

This Distance Selling and Internet Sales network includes:

- distance 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/es_en (referred to hereinafter as “**Internet Sales**”). The customer’s order will be placed on the website www.chaumet.com/es_en (referred to hereinafter as “**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 and Internet Sales may be consulted on the Website www.chaumet.com/es_en. 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 the Spanish Law for the Defense of Consumers and Users.

For all Distance Selling, it is stipulated that Chaumet does not carry out any solicitation, telephone canvassing or unwanted advertising to its customers or prospects and that as a result, the provisions of the Spanish Law for the Defense of Consumers and Users, Law 34/2002, of July 11, on services of the information society and electronic commerce (hereinafter, “LSSI”) of said code, are not applicable to the transactions referred to herein.

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 article 3.1 of the Spanish Law for the Defense of Consumers and Users defines a consumer as any private individual and legal corporation or unincorporated entity on non-profit activities acting 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 Distance Selling and Internet Sales of Chaumet items concluded with consumers, as defined below:

- **by intermediary of the Distance Selling Service** set up by Chaumet, for delivery in Spain (excluding Ceuta, Melilla and the Canary Islands)
- **by using Chaumet’s Website**, for delivery in Spain (excluding Ceuta, Melilla and the Canary Islands).

Any Distance Selling or Internet Sales 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 27.4 of the LSSI, these General Terms & Conditions of Sale may be viewed, printed and kept as a computer file by any person visiting the Website www.chaumet.com/es_en by downloading a pdf version hereof by clicking *here*. These General Terms & Conditions of Sale will remain enforceable as long as they are featured on the Website www.chaumet.com/es_en. In the event that, following their modification or deletion from the Website www.chaumet.com/es_en 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 author of the offer

Chaumet Iberia S.L.U.

A limited company registered 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

Email: information-eu@chaumet.com

Telephone: +34 915 90 72 80

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 and Internet Sales are available, with their references, in Chaumet boutiques as well as on the Website www.chaumet.com/es_en. The customer is invited to review this information before any placement of order(s).

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. Chaumet will do its best efforts to offer the customers the necessary information regarding such illustrations and/or any measures or details of the products in order to avoid any mistakes or misunderstandings. 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.

5. Ordering items

Orders placed through Distance Selling

Orders are placed by following the steps described below:

- 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, from Monday to Saturday, from 11:00 am to 8:00 pm, except on public holidays.

The customer retains responsibility for any telecommunications expenses that may be incurred when making telephone calls in above or for accessing the Website and emailing the address as stated.

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 prior to definitively validating his order, the General Terms & Conditions of Sale as well as the detail of their order via email. 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 27 of the LSSI, 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 orders for 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) by an email or any electronic media equivalent appointed by the customer in the next 24 hours after the confirmation of the order. 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 acceptance of the order is 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.

Chaumet reserves the right to refuse or cancel any order for legitimate and objective motives (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.). To this extent, if the refusal or cancellation of a purchase has its origin in an automated fraud detection tool, the customer shall have the opportunity to make a claim and obtain further information. In any case, you can consult our privacy policy on each page of our Website or you can click on: https://www.chaumet.com/es_en/privacy-policy.

On this regard, Chaumet reserves the right to request from the customer all the necessary documents in order to accurately identify him and verify the payment method and origin of the funds is in compliance with the applicable regulatory requirements.

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 and displayed 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 for deliveries within Spain (excluding Ceuta, Melilla and the Canary Islands) are assumed by Chaumet for both Distance Selling and Internet Sales.

In case of orders through Distance Selling that may be delivered outside Spain, delivery costs/shipping costs, export duties and taxes will be borne by the customer and will be communicated, at the time of order placement, on a case-by-case basis to the customer. In this regard, delivery costs will be calculated according to the taxes, rates or customs applicable to the shipment according to the regulations in force in these territories at time of the order.

The price, including taxes for each item that the customer wishes to purchase, as well as where relevant the delivery costs (if these costs are not borne by Chaumet) or any potential 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. Should the items' price be subject to any reduction or special offer, both the resulting and the original price must be disclosed to the customer and made visible on the Website or communicated to them by Chaumet's sales associate.

Pursuant to the provisions of article 10.f) of the LSSI and article 98.2 of the Spanish Law for the Defense of Consumers and Users, the customer will receive by email for each of the items, written confirmation of the price detailing the price of the item(s) and where relevant, the delivery and 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 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” (Blue card), 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 payment of a deposit 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 payment of a deposit 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: Visa, 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, to combat 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

For all Distance Selling or Internet Sales, 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 package, 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 109 of the Spanish Law for the Defense of Consumers and Users, delivery of the item(s) ordered will take place within thirty (30) calendar days from the day following the conclusion of the contract, unless otherwise determined by the customer and Chaumet.

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) calendar 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 the Spanish Law for the Defense of Consumers and Users, whether for orders placed through Distance Selling or via Internet Sales.

As a consumer, the customer may exercise their right of withdrawal within thirty (30) calendar days following the date of receipt of the items by the customer (or their designated recipient) and do so without justifying their motives. At Chaumet's discretion, this withdrawal period may be extended, on an exceptional basis, at certain times of the year. The details of these periods as well as the exceptional duration of this right of withdrawal will then be displayed on the website (www.chaumet.com) for the duration of the period concerned.

The customer will then return the delivered item(s) to Chaumet with fourteen (14) calendar days at most following communication of their decision to withdraw.

To exercise the right of withdrawal for Distance Selling, the customer shall notify their decision to withdraw from their purchase within thirty (30) calendar days following the receipt of the package (i) to the sales associate with whom the distance selling transaction was made or (ii) to the Chaumet Distance Selling Service by telephone (+34 915 90 72 80) or by email (madrid@chaumet.com), by sending an unequivocal statement expressing their desire to withdraw or the withdrawal form duly completed. The withdrawal form is attached in appendix hereto.

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/es_en if he/she created one at the time of placing the order, or by visiting https://www.chaumet.com/es_en/rma/guest/login/ in the case of orders placed in guest mode. They must inform Chaumet of their decision to withdraw within thirty (30) calendar days following receipt of the package. To this end, they will complete and transmit online the digital withdrawal form accessible from their account on the Website or an equivalent statement expressing their desire to withdraw sent to information-

eu@chaumet.com. 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 or 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 it is the customer's responsibility 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 necessary according to the nature, characteristics and the working order of the goods.

The returned items will be refunded at the invoiced price using the same means of payment method used by the customer for the initial transaction, unless the customer has expressly indicated otherwise and provided that the customer does not incur in any further cost as a result of the reimbursement. In the event that the customer has expressly chosen a different delivery method than the less expensive ordinary one, Chaumet will not be bound to reimburse the additional costs that may arise from such circumstance. The refund will be made within a reasonable period and at the latest, fourteen (14) calendar days from the date which Chaumet was informed of the customer's decision to withdraw. Pursuant to article 107 of the Spanish Law for the Defense of Consumers and Users, 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, unless that resulting, if any, from the normal use of the product or manipulations other than those

required to establish the nature, characteristics and the working order of the goods, will not be refunded or exchanged and will be returned to the customer by post.

Customised items cannot be returned, refunded within the framework of the right of withdrawal or exchanged. Consequently, the provisions contained herein and in article 10 shall not be applicable, in accordance with article 103.c) of Spanish Law for the Defense of Consumers and Users. For more information, please consult article 17 below.

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 distance exchange. In this case, the customer may contact the Distance Selling Service by telephone or email, 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 following address: Chaumet Madrid, Calle de José Ortega y Gasset N° 13, 28 006 Madrid.

The customer must use the prepaid return label provided by Chaumet and it is the customer's responsibility 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 in themselves at the following address: Chaumet Madrid, Calle de José Ortega y Gasset No. 13, 28006 Madrid, with the delivered items in their full original packaging (cases, accessories, protective materials, booklet, warranty, certificate of authenticity and any other security seals) along with a copy of the invoice, to proceed with the exchange.

Regardless of the option chosen, returned items which are 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 distance exchange.

In the event of an exchange of items, the initial sale will be cancelled. 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 the Chaumet boutique (mentioned above) 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:

- For Distance Selling: the sales associate with whom the Distance Selling transaction was made or by contacting Chaumet's Distance Selling Service by telephone (+34 915 90 72 80) or by email (madrid@chaumet.com), and filling-in the return slip available in the appendix hereto or that can be sent to the customer via email (provided that the customer has not already sent it). Then, the customer must return the items in question in full, in their original packaging along with a copy of the invoice.
- For Internet Sales: the Chaumet's Customer Relations Department, by filling-in the digital return slip directly from their account on the Website, and return the items in question in full, in their original packaging along with a copy of the invoice.

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 Spanish Law for the Defense of Consumers and Users and for hidden defects under the conditions provided for in articles 1484 to 1499 of the Spanish 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 conditions provided for in articles 114 and following of the Spanish Law for the Defense of Consumers and Users.

For all intents and purposes, it is hereby specified that goods are conform with a contract if they meet the subjective and objective requirements applicable depending on the particular product ordered according to article 115 of the Spanish Law for the Defense of Consumers and Users. Particularly, subjective requirements must comply with the following conditions set out in article 115 bis of the Spanish Law for the Defense of Consumers and Users:

- They correspond to the description, type, quantity and quality and all other characteristics provided for in the contract
- They are suitable for any specific 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, objective requirements must comply with the following conditions set out in article 115 ter of the Spanish Law for the Defense of Consumers and Users:

- 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
- 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, especially 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 three (3) years from this date, except for second-hand goods for which this period is reduced to twelve (12) months. 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 three-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 as stated above. Once these periods of time are passed, the exemption will no longer be applicable.
- With regard to the implementation of the legal warranty of conformity, according to article 118 of the Spanish Law for the Defense of Consumers and Users, the customer may choose between the repair or replacement of the goods unless one of these two options results impossible or, in contrast with the other, entails disproportionate costs for Chaumet, 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 without undue delay. 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 legal warranty period 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), or by the circumstances it is inferred so, in a reasonable period of time or without further inconvenience for the customer.
- When the bringing into conformity, attending to the specific case, is unreasonably delayed 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 1484 of the Spanish Civil Code according to which “The vendor will be bound to remedy the hidden defects of the sold item, if such make it unfit for its intended purpose, or if such diminish its use to such an extent that, had the buyer been aware of the same, he would not have purchased it or would have given a lower price; but it will not be liable for manifest or visible defects, nor for those that are not, if the buyer is an expert who, according to his trade or profession, should have easily know them”. Pursuant to article 1490 of the Spanish Civil Code, the reclamation against hidden defects must be done within six months following the delivery of the order. In this situation, in accordance with article 1486 of the Spanish 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 three-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 articles 117 and successive of the Spanish Law for the Defense of Consumers and Users), or failing that, the price reduction or cancellation of the contract under the terms provided for at article 119 and successive of the Spanish Law for the Defense of Consumers and User.
- 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 1484 of the Spanish 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 1486 of the Spanish Civil Code.

12. Contact - Claims - Information

For all information, claims or questions relating to the terms and conditions of Distance Selling and Internet Sales set up by Chaumet or to the articles themselves, customers must contact:

- For Distance Selling, the Chaumet Distance Selling Service by telephone +34 915 90 72 80, or by e-mail: madrid@chaumet.com, from Monday to Saturday, from 11:00 am to 8:00 pm, except on public holidays.
- For Internet Sales, the Chaumet Customer Relations Department by email: information-eu@chaumet.com, by telephone: + 33 1 44 77 26 26 or via the call back service on https://www.chaumet.com/es_en/contact

Please remember to indicate details relative to the order.

Please note that Chaumet has official complaint forms available to consumers as an appendix to these General Terms and Conditions. Alternatively, the consumer may use the official form available on the Consumer Portal of the corresponding Autonomous Community.

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 distance order for Distance Selling and Internet Sales. Consequently, Chaumet complies with 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 Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights.

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. For these purposes, Chaumet shall treat the Personal Data delivered by you and if you are affected by such automated decision, you shall have the opportunity to make a claim and obtain further information.

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, to request the portability of your personal data or limit its processing.

Customers likewise have the right to lodge a complaint before the responsible national supervisory authority and, in any case, before the Spanish Data Protection Authority.

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/es_en/privacy-policy.

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 1105 of the Spanish 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 Spanish law. They are written in Spanish and in all the languages in which Chaumet's Website (www.chaumet.com/es_en) is available. Should they be translated into one or more languages, only the Spanish 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 Spanish competent courts.

In the event of a dispute concerning an order made through Distance Selling or through the Internet Sales or the delivery of the ordered items and following the customer's prior written claim sent to Chaumet Distance Selling Service or the Chaumet Customer Relations Department dating back less than a (1) year and remaining unresolved, the customer may, if they so wish, resort to any alternative dispute resolution method 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 and Internet Sales items that are customised and concluded at distance. 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 103.c) of Spanish Law for the Defence of Consumers and Users. 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 2023

APPENDIX: WITHDRAWAL FORM

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

For the attention of Chaumet Iberia, S.L.U. (“Chaumet”)

Calle Serrano No 16, 28001 Madrid

For Distance Selling: Chaumet Distance Selling Service, by telephone: +34 915 90 72 80, or by email: madrid@chaumet.com

For Internet Sales: Chaumet Customer Relations, by telephone: +33 1 44 77 26 26, or by email: information-eu@chaumet.com

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 package for any return for exchange or non-conformity of items ordered via our Distance Selling Service. Please also include a copy of your invoice.

We remind that for any information, claim or question relative to the terms and conditions of Distance Selling set up by Chaumet or about the items themselves, please contact Chaumet Distance Selling Service, by telephone: +34 915 90 72 80, or by email: madrid@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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APPENDIX: COMPLAINT FORM

Hoja de reclamación / Official Complaint Form

1.- Estos datos serán cumplimentados por el reclamado antes de su entrega al consumidor/ to be filled by the company

Nombre del establecimiento		Actividad	
Razón Social		NIF/CIF	
Correo electrónico		Teléfono	
Dirección			
C.P.	Localidad	Provincia	
El establecimiento está adherido al Sistema Arbitral de Consumo / Establishment subject to Consumer Arbitration Service: Sí / Yes <input type="checkbox"/> NO <input type="checkbox"/>			

2.- Datos del solicitante / To be filled by the claimant:

Nombre (Name)		Apellidos (Last Name)		NIF/NIE/Pasaporte (Passport)	
Correo electrónico (e-mail address)			Teléfono (phone number)		
Dirección (Address)					
Solicito que el correo electrónico arriba indicado sea el medio preferente para comunicaciones : Sí / Yes <input type="checkbox"/> No <input type="checkbox"/> (I request that the above email address be the preferred means of communication.)					

3.- Motivo de la reclamación / Reason for complaint:

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4.- Pretensiones del solicitante / Claimant requests:

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Solicito someter la reclamación al sistema arbitral de consumo (I hereby agree to submit claim to consumer arbitration service) **Sí / Yes** ☐ **No** ☐
(Si el arbitraje es aceptado por ambas partes, impide acudir posteriormente a la vía judicial y obliga a cumplir el laudo arbitral).
(If the arbitration is accepted by both parties, prevents it from going to court and requires compliance with the arbitration sentence)

5.- Alegaciones de la empresa / Company allegations:

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A las/ at horas / hours del día / day (mes / month) (año / year) (fecha de la reclamación / date of claim)

Firma del reclamante/ complainant's signature

Firma y sello del reclamado / company's signature

INSTRUCCIONES AL DORSO (SEE THE BACK FOR INSTRUCTIONS)

Advertencia: Los datos personales recogidos serán incorporados y tratados en los ficheros IDCO, ERCCO, INCO, ESAC y ARBC, cuya finalidad es recoger los datos de los interesados en los procedimientos administrativos en materia de consumo, y podrán ser cedidos según lo previsto en la Ley. El responsable de estos ficheros es el órgano que figura en este documento, ante el podrá ejercer los derechos de acceso, rectificación, cancelación y oposición, todo lo cual se informa en cumplimiento de la Ley Orgánica 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal.

Warning: The personal data collected will be incorporated and processed in the files IDCO, ERCCO, INCO, ESAC and ARBC, whose purpose is to collect the data of those interested in administrative procedures regarding consumer protection, and may be assigned as provided in the Law. The person responsible for these files is the body that appears in this document, and you can exercise the rights of access, rectification, cancellation and opposition, all of which is reported in compliance with Organic Law 15/1999 of December 13, Of Protection of Personal Data

INSTRUCCIONES

- A los efectos de la presentación de la reclamación el establecimiento facilitará al consumidor dos ejemplares de la hoja de reclamaciones que serán rellenados conjuntamente por ambas partes, quedando uno en poder del establecimiento y el otro será remitido por el consumidor a la dirección reflejada en el encabezamiento
- También puede presentar esta hoja de reclamación, una vez cumplimentada en el establecimiento, por vía telemática a través de la sede electrónica del órgano emisor de la hoja, una vez escaneado el ejemplar que conserva en su poder y siempre que cuente con DNI electrónico o de uno de los Certificados electrónicos reconocidos por la Administración.
- Para facilitar el esclarecimiento de los hechos, se aconseja al reclamante cumplimentar la hoja de reclamación antes de abandonar el establecimiento y remitir la queja en el plazo máximo de un mes a las autoridades competentes, uniendo a la reclamación cuantas pruebas y documentos sirvan para el mejor conocimiento de los hechos, especialmente las facturas.
- La utilización de las hojas de reclamaciones no excluye la posibilidad de formular su reclamación de cualquier otra forma legalmente prevista.

INFORMACION SOBRE ARBITRAJE DE CONSUMO (sólo cuando se solicita este sistema, marcando la casilla correspondiente):

- * La vía arbitral es voluntaria, y requiere la aceptación expresa del reclamado, en caso de no estar adherido previamente al sistema arbitral de consumo.
- * La solicitud de arbitraje será notificada al reclamado, que en su caso, podrá formular reconvencción: (por ejemplo, reclamar al interesado posibles cantidades pendientes de pago).
- * La decisión arbitral (laudo) es de obligado cumplimiento, produce efectos de cosa juzgada, frente a él solo cabrá ejercitar la acción de anulación y, en su caso, solicitar revisión como en el caso de las sentencias firmes por lo tanto no es posible presentar recurso en contra ni interponer demanda judicial por los mismos hechos.

Los conflictos en los que se aprecie indicios de delito, intoxicación, lesión o muerte no podrán ser objeto de arbitraje de consumo. Tampoco aquellos que surjan entre particulares entre sí o entre empresas o profesionales o que afecten a materias sobre las que las partes no tengan poder de libre disposición.

INSTRUCTIONS

- For the purpose of presenting the claim, the establishment will provide the consumer with two copies of the Complaint Forms, which will be filled out jointly by both parts, one being held by the establishment and the other one will be sent by the consumer to the address reflected in the heading.
- Consumer can also submit this complaint forms, once completed in the establishment, telematics route, through the electronic headquarters by the issuing Administration of the sheet, once the copy that is in its possession has been scanned and whenever it has an electronic ID or one of the electronic certificates recognized by the Administration.
- To help the authority, it is advisable to fill in this form before leaving the business premises and to send it to the address printed on the upper corner of this form within a month after fulfilling the complaint. You ought to provide evidence and documents. Invoices and bills are usually required.
- The filing of complaints using customer Complaint Forms does not preclude any other form of legal action.

INFORMATION ON CONSUMER ARBITRATION (just in case in need of this service, marking the corresponding box)

- * Arbitration is voluntary, requires the express acceptance of the defendant in case of not previously adhering to the arbitration system.
- * The request for arbitration will be notified to the defendant, who may, if appropriate, make a counterclaim: (for example, claim from the interested party possible amounts pending payment).
- * The arbitration decision (award) is binding, produces effects of res judicata, in front of it will only be able to exercise the annulment action and, if appropriate, request review as in the case of the final judgments, therefore it is not possible to present Appeal against or file a lawsuit for the same facts.

Conflicts in which signs of crime, intoxication, injury or death are detected cannot be subject to consumer arbitration. Neither those arising between individuals or between companies or affecting matters on which the parties have no power of free disposition.