

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

1. Introduction
2. Scope of application
3. Identification of the author of the offer
4. Information concerning items
5. Ordering items
6. Price of items
7. Terms of payment
8. Delivery
9. Withdrawal and return of items
10. Exchange (exclusively for distance sales)
11. Compliance - warranty
12. Contact - Claims - Information
13. Privacy
14. Intellectual property rights
15. Force majeure
16. Disputes - Applicable law
17. Special conditions for the sale of customised items
18. Limitation of liability

Appendices: Return slip/Withdrawal form

1. Introduction

The company Chaumet Australia Pty Limited (ABN 58 620 052 137) (hereinafter referred to as “**Chaumet**”) markets and offers Chaumet items for sale in Australia.

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.

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/au_en/ (referred to hereinafter as “**Internet Sales**”). The customer’s order will be placed on the website www.chaumet.com/au_en/ (referred to hereinafter as “**Website**”)

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

Chaumet reminds the customer 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. Please read these General Terms & Conditions carefully before ordering Chaumet items through these means. By ordering any of the Chaumet items via Distance Selling and Internet Sales, the customer accepts these General Terms and Conditions of Sale.

The list of Chaumet items available for Distance Selling and Internet Sales may be consulted on the Website www.chaumet.com/au_en/. For the purpose of Internet Sales, Chaumet has provided a selection of items that will be available for delivery to Australia. 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.

For all Distance Selling, Chaumet does not carry out any solicitation or telephone canvassing of its customers or prospects.

The use of the Distance Selling and Internet Sales procedures described herein is strictly reserved for consumers (as defined by the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) acting exclusively on their own behalf (referred hereinafter as “**Consumer(s)**”).

As a result, any customer, prior to any order, declares that they are acting in their capacity as a Consumer and that the purchases are carried out for their personal consumption 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 any information provided.

2. Scope of application

These General Terms & Conditions of Sale are applicable to all Distance Selling and Internet Sales of Chaumet items concluded with Consumers:

- **by intermediary through the Distance Selling Service** set up by Chaumet, for delivery to or within Australia; and
- **by using Chaumet’s Website**, for delivery to or within Australia.

Any Distance Selling 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.

These General Terms & Conditions of Sale may be kept as a computer file by any person visiting the Website www.chaumet.com/au_en/, 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. In the event that, following their modification or deletion from the Website, 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 from time to time. Chaumet will give notice to the customer by posting a copy on the Website and also, in the event of material change of the General Terms & Conditions, by sending an email to the customer. The changes will take effect immediately on being posted. The most recent version of the General Terms & Conditions of Sale will, therefore, 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 offeror

Chaumet Australia Pty Limited (ABN 58 620 052 137)

A limited liability company whose registered office is at Level 6 111 ELIZABETH STREET SYDNEY NSW 2000.

Telephone: 1300 399 242

Email: information-ap@chaumet.com

4. Information concerning items

The essential characteristics and information relating 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/au_en/. 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 in Australia and, in particular, the requirements set out in the Australian Consumer Law.

It is hereby recalled that all Chaumet items available for order through Internet Sales for delivery to Australia 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.

To the extent permitted by Australian law, photographs, artwork and descriptions of products available for sale in Australia are presented purely for illustrative purposes and in no way engage the liability of Chaumet or represent that it reflects the actual items. The products the Customer receives may also vary slightly from those advertised on the

Website due to differences in computer displays or errors. 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 (to the extent permitted by Australian law).

5. Ordering items

Orders placed through Distance Selling

Orders are placed by following the steps described below:

- Orders will be received, in English, by Chaumet's Distance Selling Service by telephone on +61 (2) 9000 6058 (call of a local call from Australia), either via the automatic call back feature at Chaumet's expense available on the Website, or by email at the following address shopau@chaumet.com, from Monday to Wednesday and on Friday from 10am to 6pm; Thursday from 10am to 7pm; Saturday from 10am to 5pm; Sunday from 11am to 5pm.

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

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 and 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.

- 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). The order constitutes the customer's offer to buy products under the General Terms & Conditions of Sale. An email acknowledging receipt of the order will be issued but does not however mean that the customer's order has been accepted. Indeed, Chaumet will carry out its 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, inventories have not been updated or the product becomes unavailable.

Chaumet will accept your offer and form the contract of sale when we send an email to the customer confirming order shipment from Chaumet.

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, an order placed in bad faith, a customer with whom there is a dispute relating to the payment of a previous order, inability to authorise payment, the item ordered is unavailable, or there has been an error on pricing or product description due to circumstances not attributable to Chaumet, 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 and displayed on the Website is in Australian Dollars and is inclusive of Australian goods and services tax (GST), unless expressly stated otherwise at the time of order placed by telephone or email to the Distance Selling Service or on the Website.

Delivery costs for deliveries to and within Australia are assumed by Chaumet for both Distance Selling and Internet Sales.

The price, including taxes for each item that the customer wishes to purchase, will be communicated to the customer 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.

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).

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: Visa, Mastercard and Union Pay. 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 through 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, Amex, Union Pay, PayPal, Apple Pay.

The customer's payment method 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 advanced 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. Alternatively, for Distance Selling only, the customer may choose to pick the ordered items at the designated Chaumet store as communicated by Chaumet to the customer.

For all Distance Selling or Internet Sales, it is understood that no delivery can be made to postal boxes. Delivery of items will be made to the customer's permanent home or a commercial address in Australia.

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.

Delivery times communicated by Chaumet are indicative only and will be subject to relevant third-party shipping provider delivery schedules. Chaumet will make every effort to comply with the delivery times communicated, which are nonetheless communicated for information purposes only.

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. Withdrawal and return of items

On a goodwill basis, Chaumet intends that those of its customers who are not satisfied with the items ordered may, subject to the conditions below, withdraw their orders, whether for orders placed through Distance Selling or via Internet Sales.

The customer may withdraw their orders within thirty (30) 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) days at most following communication of their decision to withdraw.

To withdraw orders made via Distance Selling, the customer shall notify their decision to withdraw from their purchase within thirty (30) days following the receipt of the package:

- Ideally to the sales associate with whom the distant selling transaction was made
- Or to the Chaumet Distance Selling Service by telephone (+61 2 9000 6058) or by email (shopau@chaumet.com) by sending an unequivocal statement expressing their desire to withdrawal or the withdrawal form/return slip 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 withdraw orders made via Internet Sales, the customer may do so by logging in to their customer account on the Website if he/she created one at the time of placing the order, or by visiting https://www.chaumet.com/fr_fr/rma/guest/login/ in the case of orders placed in guest mode. They must inform Chaumet of their decision to withdraw within thirty (30) days following receipt of the package. To this end, they will complete and transmit online the digital withdrawal form/return slip accessible from their account 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 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/return slip 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 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. 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 articles 9 and 11, Chaumet wishes to offer its customers the opportunity to exchange delivered items to or within Australia 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 withdraw their orders pursuant to article 9 above and thus be refunded for the returned product under the terms set out above. They may then place a new order.

For Distance Selling, the customer fully retains the possibility of withdrawing their orders 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 fourteen (14) days from the date of receipt of the ordered item(s):

- 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/withdrawal form (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: Chadstone Shopping Centre, Ground Floor, Shop 482, 1341 Dandenong Road, Chadstone, VIC 3148, Australia.

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 themselves to the following address: Chadstone Shopping Centre, Ground Floor, Shop 482, 1341 Dandenong Road, Chadstone, VIC 3148, Australia with the delivered items 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, 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 orders. In the event that the items do not comply with their orders, 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 (+61 2 9000 6058) or by email (shopau@chaumet.com), and fill-in the return slip/withdrawal form (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/return withdrawal form 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.

If you are a Consumer for the purposes of the Australian Consumer Law, you may have rights and guarantees that cannot be excluded, restricted or modified. Chaumet's exclusions of warranties and limitation of liability under section 18 below apply subject to any rights you may have under such laws. Under the Australian Consumer Law, you are entitled to replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Nothing in these General Terms & Conditions of Sale excludes any right, guarantee or warranty you are entitled to by law, however Chaumet does exclude all other guarantees, conditions and warranties to the maximum extent permitted by law. Chaumet also specifically excludes liability for negligence.

Wherever permitted by law, Chaumet's liability for breach of any condition, warranty or guarantee is limited, at its option, to:

- replacement of the product;
- repair of the product;
- payment of the cost of having the product repaired; or
- such other fair and reasonable remedy as Chaumet is ready and willing to provide.

Chaumet will not be liable for any consequential loss or damage or other direct or indirect loss or damage, except where Chaumet is unable to limit or exclude such loss under the Australian Consumer Law.

If for any reason the Australian Consumer Law doesn't apply to an order you place with Chaumet (for example, if you purchase the product for re-sale without Chaumet's authorisation or if you are purchasing from outside Australia), then Chaumet excludes all liability to you and Chaumet will only refund an order placed if Chaumet can not fill it, if Chaumet thinks it's reasonable to do so, or otherwise as agreed in writing.

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 items themselves, customers must contact:

- For Distance Selling, the Chaumet Distance Selling Service by telephone: +61 2 9000 6058 or by e-mail: shopau@chaumet.com, from Monday to Wednesday and on Friday from 10am to 6pm; Thursday from 10am to 7pm; Saturday from 10am to 5pm; Sunday from 11am to 5pm
- For Internet Sales, the Chaumet Customer Relations department by telephone at 1300 399 242 or by email at information-ap@chaumet.com.

Please remember to indicate details relative to the order.

13. Privacy

Chaumet is committed to protecting personal information and will take all reasonable steps to secure the personal information it holds.

Chaumet may collect, use or hold your personal information when you place orders with Chaumet, engage with Chaumet, make inquiries with Chaumet, interact with the websites and social media accounts of Chaumet. This may include your name and contact details (such as postal address, email address, phone number, etc).

For more information on the handling practices of Chaumet with regards to personal information, you can consult Chaumet's privacy policy on each page of the Website or you can click on <https://www.chaumet.com/en/privacy-policy>.

14. Intellectual property rights

The “Chaumet” trademark, as well as all the 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 Chaumet's prior and express written consent, 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 unauthorized use 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.

The following, without this list being exhaustive, are considered as fortuitous events or force majeure: war, pandemics, riots, insurrection, social unrest, strikes of all kinds and any supply problems that Chaumet may encounter, etc.

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 and Conditions of Sale are governed by and subject to the laws of Australia. They are written in English. Should they be translated into one or more languages, only the English version will be binding in the event of dispute.

All disputes which may arise from these General Terms and Conditions of Sale that could not be settled through an amicable solution within 30 days (including mediation as the case may be), shall be subject to the exclusive jurisdiction of the competent courts of Sydney, NSW.

17. Special conditions for the sale of customised items

Chaumet offers, free of charge, a customization 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 customized and concluded at distance. All provisions of the General Terms and 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 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 customization services will have an indication of this customization offer on their product sheet on the Website.

For the order of items customised by Chaumet upon customer request, the Special Conditions 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 customized character according to customer specifications, customised items cannot be returned, refunded or exchanged. Consequently, articles 9 and 10 of the General Terms & Conditions of Sale as set out above are not applicable to customized items, regardless of the customization service used (to the extent permitted by law). 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.

18. Limitation of liability

This section applies to the Website and not to the products that may be sold via the Website for Internet Sales or through Distance Selling.

Chaumet aims to ensure that the information it provides is accurate and complete. However, Chaumet does not warrant or represent that any materials are accurate, error-free or reliable or that use of this material will not infringe rights of third parties.

Chaumet does not warrant that the functional and/or technical aspects of the Website or the materials will be error free or that the Website, materials or the servers that make them available are free of viruses or other harmful components. If use of the Website or materials results in the need for servicing or replacing property, material, equipment, data or other element, Chaumet is not responsible for those costs. Without limiting the foregoing, everything on the Website is provided to the customer "as is" and "as available" and, to the fullest extent permitted by applicable law, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, reasonable care and skill, or non-infringement.

Chaumet and its suppliers make no warranties about the materials, software, text, downloads, graphics, and links, or about results to be obtained from using the Website.

To the fullest extent permitted by applicable law, Chaumet shall not be liable for any indirect, incidental, special or consequential damages of any kind arising out of or in connection with the use of information available from the Website or any liability relating to any loss of use, interruption of business, lost profits or lost data, regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if Chaumet has been advised of the possibility of such damages.

Date of the most recent version: November 2023

APPENDIX: RETURN SLIP/WITHDRAWAL FORM

Please complete this document carefully and include it with your package for any return 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 the Chaumet Distance Selling Service, by telephone on +61 2 9000 6058, or by email: shopau@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)

Ordered on:

Delivery date:

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

Reason for the return:

Withdrawal

Exchange

Non-conformity

Tick the reason concerned

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

Remarks:

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

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