

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

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1. Introductory article

The company Chaumet International SA (hereinafter referred to as “Chaumet”) offers Chaumet items for sale worldwide.

With a permanent concern to better meet the requirements of its customers, Chaumet wishes to create, alongside the network of stores that it operates, a distance selling service by telephone or email of certain of its products.

The list of Chaumet items available as part of the distance selling service may be viewed on the www.chaumet.com/en website.

The system thus set-up, which assumes an active approach by the customer, complies fully with the requirements of distance selling and, in particular with articles L.221-1 and subsequent articles of Consumer Code.

The use of the distance selling process described in these General Conditions of Sale is reserved for consumers only, within the meaning that the law and case law give it, acting exclusively for their own account.

2.Scope of application

These General Conditions of Sale are applicable to all sales of Chaumet items concluded through the Distance Selling Service implemented by Chaumet, for delivery to Europe, Middle-East, Americas, Africa.

With regard to sales by telephone or email, any sale of Chaumet items through the Distance Selling Service implemented by Chaumet is concluded under the resolute condition of the acceptance of these General Conditions of Sale by the customer.

In accordance with the provisions of Article 1369-1 of the Civil Code, these General Conditions of Sale may be retained by any person visiting the www.chaumet.fr website, by means of an electronic recording and may also be reproduced by the customer by printing; these General Conditions of Sale shall apply for as long as they appear on the www.chaumet.fr website. Should, after the date of their modification or the removal of the www.chaumet.fr website, these General Conditions of Sale remain accessible to the public via other websites or by any other means, they would however no longer be binding on Chaumet.

3. Identification of the author of the offer

Chaumet International SA

A limited liability company with capital of €42,430,230, recorded in the Register of Commerce and Companies of Paris under No. B 342 966 942 and whose registered office is at 10-12, place Vendôme, 75001 Paris (France).

VAT FR-13 342 966 942

4. Information about the items

Information about all of Chaumet items that may be sold through the Distance Selling Service by Chaumet is available, with their references, in all Chaumet stores as well as on the www.chaumet.com/en website.

This information complies with the requirements of the legal texts and regulations in force and, in particular, of Articles L.221-11 and subsequent articles of the Consumer Code.

5. Item orders

Orders will be received, in French or in English, by Chaumet Distance Selling Service either (i) on +33 (0)1 56 88 50 20 (cost of a local call from France), or (ii) via the automatic call-back function at Chaumet's expense implemented on the www.chaumet.com/en website from Monday to Saturday, from 10:30 am to 7:00 pm, except on public holidays.

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

The photographs, graphics and descriptions of the products offered for sale are indicative only and are not binding on Chaumet. Customers are able to obtain additional information by contacting Chaumet Distance Selling Service by telephone or by e-mail.

In the event of an obvious error between the characteristics of the items and their representation, Chaumet disclaims responsibility.

Pursuant to the provisions of Article 1369-2 of the Civil Code, the customer shall be able, prior to definitively validating his order, to check the details of his order control and its total price, and to correct any errors, before confirming it and thereby expressing his acceptance. Once the customer has validated his order, Chaumet shall acknowledge receipt of the latter without delay and by electronic means. However, the sale shall only be considered as final once payment of the order in full has been received. Chaumet shall then send the customer confirmation of the order, stating shipment of the items.

In accordance with the provisions of Article L. 122 1 of the Consumer Code, Chaumet shall be entitled to refuse any order that is abnormal or placed in bad faith. In addition, Chaumet shall be entitled to refuse any order from a customer with whom a dispute regarding payment of a previous order exists.

6. Price of items

The price of the items is stated in euros, including all domestic taxes, unless expressly agreed otherwise when placing the order by telephone or email with the Distance Selling Service.

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

For information only and subject to confirmation:

- For orders delivered within Metropolitan France, delivery costs are usually offered free-of-charge. –
- For orders delivered outside France, delivery costs will be communicated on a case-by-case basis.

The price incl. VAT of each of the items that the customer wishes to purchase, the carriage costs for their delivery (if these carriage costs are not borne by Chaumet), as well as any potential import costs, shall be communicated to him either during his call to Chaumet Distance Selling Service or by electronic means.

In accordance with the provisions of Article L. 121 19 of the Consumer Code, the customer shall receive, on delivery, for each of the items, written confirmation of the price paid indicating the price of the items, the delivery costs and the import costs, if applicable, borne by him.

7. Payment conditions

A sale is confirmed only once payment has been received by Chaumet. Payment of the customer's purchases is made by way of a secured payment link emailed to the customer or by bank transfer. The following network payment cards are accepted: "CB" (Blue Card), Visa, Eurocard/Mastercard, American Express.

However, Chaumet reserves the right to require the payment of a deposit to reserve the item or the items for the customer. Indeed, certain articles available for sale by telephone or email are unique pieces, limited series or customized items. Therefore a customer who wishes to acquire this type of item shall have to confirm his order by means of the payment of a deposit equivalent to at least 20% of the total amount of the order.

The provisions of Article 1341 of the Civil Code do not apply to sales concluded at a distance by Chaumet.

8. Delivery

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

For information only and subject to confirmation:

- For orders delivered within Metropolitan France, delivery costs are usually offered free-of-charge.
- For orders delivered outside France, delivery costs will be communicated on a case-by-case basis.

Subject to the provisions of the paragraph below, the delivery of the items may be made only to the customer's permanent home, except by express agreement given by Chaumet Distance Selling Service, by electronic means.

The customer may also have the items delivered to a natural person of his choice as part of the Gift Service implemented by Chaumet.

It is understood that no delivery may be made to hotels, business addresses or post-office boxes.

Delivery of the items shall be made, after payment of the total of the order has been recorded, to the customer's address. In accordance with the provisions of Article L. 121-20-3 of the Consumer Code, delivery of the items ordered shall be made at the latest within 30 days from the day following the order, subject to the payment in full of the price.

Chaumet shall deliver the ordered items either by courier if the delivery address is located with the City of Paris, or by express carriage or by simple package. Delivery times communicated by Chaumet shall be indicative only and in any case shall not exceed the maximum period of 30 days stated above.

If, on delivery, the external appearance of the package is not perfect, the customer shall open it in the presence of the carrier in order to check the condition of the item. In the event of damage to the item, the client shall indicate this damage exactly on the return order form and the provisions of Article 11 below shall moreover remain applicable.

9. Satisfied or refunded - Right of withdrawal and refund of items

Those of Chaumet's customers who are not satisfied with the ordered items may exercise their right of withdrawal laid down in articles L.221-18 to L.221-28 of the Consumer Code in the best conditions.

Thus, the customer may return the items delivered within thirty (30) days following the delivery date, in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by the duly completed return order form as well as a copy of the invoice, to the following address: Chaumet Service Relation Clientèle [Customer Services Department] – 12, place Vendôme 75001 Paris (France). Chaumet will acknowledge receipt of the items by email upon arrival.

It is the customer's responsibility to keep proof of this return, which presupposes that the items must be returned using a recorded delivery service or by any other means providing a certain date and with the costs and risks of return remaining borne by the customer.

The refund of the returned items at the invoiced price shall be made, according to the payment method for the items, by credit of the customer's bank account corresponding to the credit card used for the payment or by transfer to the customer's bank account, within thirty days following receipt by Chaumet of the returned items.

It is specified that when using the Gift Service, the right of withdrawal remains to the sole benefit of the customer and may in no case be exercised by the recipient of the gift.

Returned items which are incomplete, damaged, spoiled, soiled or in any other condition which would reasonably leave one to think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned by post.

10. Exchange

Chaumet wishes to offer its customers the possibility of exchanging items delivered according to the conditions described below.

The customer may, at his choice, within thirty (30) days following the delivery date:

Either make an exchange at distance. In this case, the customer may call the Distance Selling Service and shall have to return the delivered items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by the duly completed return order form as well as a copy of the invoice, to the following address: Chaumet Service Relation Clientèle [Customer Services Department] – 12, place Vendôme 75001 Paris (France).

It is the customer's responsibility to keep proof of this return, which presupposes that the items must be returned using a recorded delivery service or by any other means providing a certain date and with the costs of return remaining borne by the customer. Any new delivery may be made only once Chaumet has received the items returned by the customer.

Or go in person to the following address: Boutique Chaumet François 1er – 56, rue François 1er, 75008 Paris (France), with the delivered items in their original packaging, complete (boxes, accessories, booklet, warranty) and a copy of the invoice in order to perform the exchange.

Regardless of the option chosen, returned items which are incomplete, damaged, spoiled, soiled or in any other condition which would reasonably leave one to think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned by post in the case of an exchange at distance.

In case of an exchange of items, the initial sale shall be rescinded. The payment of the new sale shall be made by offsetting it with the amount of the previous sale, it being understood that any overpayment shall give rise to the issuance of a credit note to the customer's benefit.

In the event of an exchange of items via the Distance Selling Service, the new sale shall be subject to these General Conditions of Sale.

11. Compliance – Warranty

The customer must ensure that the items which have been delivered to him correspond to his order. Should the delivered items not comply with his order, the customer shall inform Chaumet Distance Selling Service by telephone or by an electronic means and return the items in question according to the conditions set out in Article 8 of these General Conditions of Sale.

Notwithstanding the specific warranty conditions remitted to the customer with the delivered item, Chaumet items are subject to the warranty conditions laid down by the law.

Reminder of Articles L. 211-4, L. 211-5 and L. 211-12 of the Consumer Code, and of Articles 1641 and 1648, first paragraph, of the Civil Code:

“Article L. 211-4 of the Consumer Code: The seller shall deliver a good in accordance with the contract and shall be responsible for compliance defects existing at the time of delivery. He is also responsible for compliance defects resulting from packaging, assembly instructions or the installation where the contract states he is responsible for this or where it has been performed under his responsibility.”

“Article L. 211-5 of the Consumer Code:

To comply with the contract, the good must:

1° Be suitable for use usually expected of a similar good and, if applicable:

- match the description given by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or model;

- present the qualities that a buyer may legitimately expect considering the public statements made by the seller, by the producer or by his representative, particularly in advertising or labelling;

2° Or have characteristics defined by mutual agreement of the parties or be suited to any special use sought by the buyer, brought to the knowledge of the seller, and that the latter has accepted.”

“Article L.211-12: Action resulting from the compliance defect is prescribed two years after delivery of the good.”

“Article 1641 of the Civil Code: The seller must guarantee latent defects in the thing sold which render it unfit for the use for which it was intended, or so diminish this use, that the buyer would not have acquired it or would have given a lower price, if they had known about them.”

“Article 1648 of the Civil Code, first paragraph: Action resulting from hidden defects must be brought by the buyer within a period of two years from the discovery of the defect.”

The repair of the consequences of the hidden defect, when it has been proven, includes according to case law:

- either the completely free repair of the item, including the labour costs,
- or its replacement or the total or partial repayment of its price where the item is totally unusable, -
and compensation of any harm caused to persons and property by the defect in the item.

12. Claims – Information

For any information, claim or question relating to the conditions of sale by correspondence implemented by Chaumet or the items themselves, customers must contact Chaumet Distance Selling Service by telephone: +33 (0)1 56 88 50 20 (price of a local call from Metropolitan France), or by email: shop@chaumet.com, stating, if relevant, information relating to their order.

13. Electronic files - Protection of privacy

Personal Data may be processed by CHAUMET in the context of the execution of distance orders. Consequently, CHAUMET will be subject to the obligations provided by the applicable regulation on the protection of Personal Data, in particular the GDPR and any other applicable national legislation, including French Act N°78-18 of January 6, 1978, on Information technology, Data Files and Civil Liberties, as amended. For more information on the practices of CHAUMET with regards to personal data protection, you can click on <https://www.chaumet.com/en/privacy-policy>

14. Intellectual property rights

The “Chaumet” trademark, as well as all the figurative trademarks or otherwise and more generally all other trademarks, illustrations, images and logotypes shown on Chaumet items, their accessories or their packaging, whether or not they are registered, are and shall remain the exclusive property of Chaumet. Any total or partial reproduction, modification or use of these trademarks, illustrations, images, and logos, for any reason and on any media, without Chaumet’s prior and express consent, is strictly prohibited. This is also the case for any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. This shall also be the case for all copyright, designs and models and, patents which belong to Chaumet.

15. Force majeure

The performance by Chaumet of all or part of its obligations shall be suspended in the event of the occurrence of a fortuitous event or force majeure which would hamper or delay performance.

The following are regarded as such, in particular, without this list being exhaustive: war, pandemics, riots, insurrection, social unrest, strikes of all kinds and problems of supply to Chaumet.

Chaumet shall inform the customer of a fortuitous event of this kind or force majeure within seven days of its occurrence. Should this suspension continue beyond a period of fifteen days, the customer would then be able to terminate the current order, and he would then be refunded in accordance with the conditions set out in Article 8 of these General Conditions of Sale.

16. Applicable law – Language - Disputes

These General Terms and Conditions of Sale are governed by and subject to French law. They are drafted in French. If they are translated into one or more languages, the French version shall prevail should a dispute arise.

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

With respect to any dispute in relation to an order placed with the Distance Selling Service or the delivery of any such order, and following unsuccessful written complaint from the Customer to the Customer service department (dated within one (1) year), the Customer may refer such dispute to any alternative dispute resolution and in particular the services of the following mediator: CMAP – 39, avenue Franklin D. Roosevelt, 75008 Paris, France – www.cmap.fr and/ or the services of the European dispute resolution online platform at the following address: <http://ec.europa.eu/odr> which will try, with complete independence and impartiality, to reach an amicable solution. The Customer is free to accept or to refuse the recourse to mediation process, and each Party is free to accept or to refuse the solution proposed by the mediator.

17. Special conditions of sale of personalised items

Engraving and adjustment to size of a wrist watch or a jewellery item.

Chaumet offers the personalization of certain products. The special conditions below apply to all sales of items thus personalized, concluded at distance. All provisions of the above General Conditions of Sale not modified by these Special Conditions shall remain applicable.

17.1. Order Procedure

The order of personalized items is placed in accordance with the provisions of Article 5 of the above General Conditions

By personalized items, Chaumet means any item that has been modified to better meet the customer's requirements. Below is a list of items frequently concerned, given for information:

- Ring on which an engraving has been made
- Ring which has been adjusted to size
- Bracelet or necklace whose length has been modified
- Watch strap whose length has been modified, either by removal of links for steel or gold bracelets or by cutting the strap for rubber wrist straps.

With regard to the order of items personalized by Chaumet at the customer's express request, the specific conditions below apply:

The description of changes to be made to the items shall be detailed by electronic means by Chaumet's Distance Selling Service. Changes shall only be made once their explicit acceptance has been given by the customer by electronic means also.

17.2. Return and Exchange of Personalized items

On account of their distinct personalized character, personalized items cannot be returned, refunded or exchanged. Consequently, Articles 9 and 10 of the above General Conditions do not apply to personalized items, whatever the personalization service used. Notwithstanding the foregoing, the customer continues to benefit from the guarantees laid down in Article 11 of the above General Conditions.

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