

# GENERAL SALES TERMS & CONDITIONS

Product offerings and sales on our website are governed by these Terms and Conditions of Sale. Products bought on our website are sold directly by Fragonard VAD, a single-member simplified joint-stock company with capital of 1500 euros, a registered office at 20 boulevard Fragonard, 06130 Grasse, France, and Grasse Trade Register number B 909 214 769.

Orders that may be placed on the website "Fragonard VAD" or mail orders are strictly reserved for individual consumers.

By accepting these Terms and Conditions of Sale before placing your order, you warrant that you have full legal capacity to commit to these Terms and Conditions of Sale and that your website purchase is not directly related to any business activity: it is for personal use only.

## 1. How to order?

To be able to order in our website you may need to use a browser that accepts cookies. For submitting your order:

- browse the online catalog of our website [www.fragonard.com](http://www.fragonard.com)
- Then add the products you want to your basket. Prior to the confirmation of the order, you can access the contents of your basket at any time, to check the detail of the planned purchase and change them at any time (including removal of the selected product(s) or changing the amount of the selected product(s))
- To confirm your order, you must click the "SUBMIT ORDER" button that is in your basket

To order a gift card:

- Go to the gift cards tab
- Choose the model of the card, enter the desired amount between €20 and €150, enter the email address of the recipient and a personal message if you wish
- Click on "add to cart"

Next,

- If you are a new customer: you must create a user account by clicking "LOGIN" In our website side bar and indicate your email address.
- if you are already a customer of our website: Log in using:

- your customer number, (personal and confidential) and your personal password  
- or your e-mail address and your personal password

- then enter your shipping and payment information

- select your free samples (maximum amount: 2)
- then confirm your payment method of.

Please note that the purchase of an e-gift card does not entitle you to any loyalty points. Only placing a product order can earn loyalty points

## **Confirmation of your order online**

On the summary page of the selected product(s) or the gift card, the button "CONFIRM MY ORDER" allows you to validate your basket and hence your selection(s). After checking or changing your order, it will allow you confirm it. For confirm your order, you must first:

1. Proceeding to the online purchase of the order depending on your payment method  
Once payment is confirmed, you can print your order if you wish.
2. confirm your acceptance of all of these General Terms and Conditions (hereinafter GTC), by clicking the "I AGREE" case.
3. click on the button "order with obligation to pay"

Any confirmation of order is thus irrevocably considered as acceptance of the characteristics of the ordered products or gift card, as well as of the present General Conditions of Sale. Once the payment has been validated, you can then print your order form, if you wish.

In return we will send you by e-mail, a receipt of your order which shall include the number of your order and, the total amount you've paid. This document will be accompanied by these GTC and a "Standard Withdrawal form" that will allow you to exercise this right if needed.

Your order, once confirmed, it will be treated by the Customer Service. For more information you can contact this service at:

By mail: FRAGONARD PARFUMEUR BP 34240 - 06131 Grasse Cedex 1 –  
FRANCE

By phone: + 33 (0) 4 92 42 34 34

Fax: + 33 (0) 4 92 42 34 39

E-mail: [fragonard@fragonard.com](mailto:fragonard@fragonard.com)

Fragonard VAD reserve the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order payment or for any other reason relating to the abnormality of the order, at the discretion of Fragonard VAD.

To limit fraud and in the interest of its customers, the Fragonard Perfume checks the orders placed on its website. Thus, in case of doubt about the authenticity of an application, the Fragonard Perfume reserves the right to accept the sale, asking you to justify your identity (passport, national identity card or driving license). In this case, the processing of your order will be made after the receipt of such documents. We

reserve the right to cancel your order in the absence of receipt of such proof within 10 days or if the received proof is deemed non-compliant.

## **2. Prices**

The prices of our products listed in our online catalog are in Euros and include all taxes (excluding postage). They take into account the French VAT or the local VAT for following countries: Germany, Austria, Belgium, Netherlands, Spain, Poland, Czech Republic and Switzerland.

If the VAT rate should be changed, increment or reduction, this change will be reflected in the price of items.

Prices shown in other currencies are approximate and depend on the particular exchange rate applicable at the time of the order.

Any shipping in France, Monaco, United Kingdom, Switzerland or in a country of the European Union, will include the VAT charged.

Any shipping outside of France, Monaco, United Kingdom, Switzerland and the European Union is invoiced excluding VAT.

Customs duties or other local taxes or import duty may also be due. These taxes and custom duties are at your charge, and they might be presented to you at the time of delivery and will have to be paid directly to the carrier.

Our prices are subject to change at any time without notice, however, knowing that the items will be charged on the basis of prices prevailing at the time you place your order subject to availability of the selected product. Before sending the order form, please check the final price stated.

The prices are applicable and the offers valid as long as they are visible on the site.

Fragonard perfumes reserves the right to modify the prices of products offered on the Fragonard website at any time without prior notice. You will be charged the prices displayed on the Fragonard website at the time your order was confirmed provided the goods ordered were available at this time.

Pricing errors may occur due to problems with desynchronising feed updates and due to human error. In the event of a pricing error or the product ordered being unavailable, the buyer shall be alerted by Customer Services within 72 hours of becoming aware of this event. In such an event, the Customer may choose to modify or cancel their order, in which case the Seller shall refund the sums paid by the Customer.

## **3. The shipping fee**

A contribution to the costs of packaging, insurance and shipping is required for each order (except for the shipment of e-cards) and is included in the delivery costs indicated before the validation of the order by you.

Deliveries are made into the address given in the order.

Delivery will be made according to the delivery method chosen by the customer during the online ordering process. For shipments in metropolitan France, Corsica and Monaco the prices are the following:

- A charge of 7€ per order for shipments Colissimo with tracking number or 7€ per order for shipments Colissimo Points de Retrait,
- A charge of 15€ for shipments Chronopost (except Corsica).

For shipments outside metropolitan France, Corsica and Monaco, packaging, insurance and shipping cost will depend on the weight of the order and the destination country. For online orders, prices will be indicated before the final validation of the order.

Note that it is cheaper to combine all your items in one order. Warning, if the same day you command two (or more) separate orders for the same place of delivery, we will not be able to gather together these commands and shipping will be charged for each one them.

## 4. Delivery

### Products

Fragonard VAD reserves the right to comply, totally or partially, an order for a country where they have specific distribution agreements, or where there are specific local regulations. In that case you will be informed by Fragonard VAD.

In particular, given the existing regulatory limitations on air transport for products containing alcohol, commands for colognes and perfumes will be accepted for the following countries: France\*, Germany\*, Austria, Belgium, Bulgaria, Denmark\*, Spain\*, Estonia, Greece\*, Hungary, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Poland, Portugal\*, Romania, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic.

\* Excluding the French Overseas territories, Büsingen, Heligoland, Faeroe Islands, Greenland, the Canary Islands, Ceuta, Melilla, the Balearic Islands, the Åland Islands, Jersey, Guernsey, the Isle of Man, Mount Athos, Campione D'Italia, Livigno, San Marino, the Vatican, Madeira and Crete.

Delivery to PO Boxes or to the Armed forces are not possible.

**Delivery deadlines** (= time to prepare the package + delivery time)

For shipments in metropolitan France, Corsica and Monaco, the average delivery time

for products is indicated below (depending on the chosen method of delivery) knowing that the legal maximum delivery time is 30 days from the date of online shopping:

- 6 working days from the order confirmation for Colissimo shipments and Colissimo Points de Retrait . However, in case of "force majeure" we reserve the right to ship our packages in Ordinary Colissimo Ordinary (the package for shipping will be 7 € TTC in all cases).
- 24 hours after the order confirmation for shipments Express except Corsica (Chronopost) \*

\* Subject to place your order before 11am in the morning and pay by credit card. (No possible delivery Saturday and Sunday)

For shipments in the countries of the European Union, Switzerland and Norway, the average delivery time is 10 working days Chrono Classic from the order confirmation.

However, in case of "force majeure" we reserve the right to ship our packages by Colissimo registered mail (shipping charges will, in all cases, be calculated from the same fee schedule).

For deliveries to other countries, the average delivery time is 8-15 business days for Express shipments from the order confirmation.

Please note that these delivery times are only indicative and are subject to availability. If predictable delay in the shipment occurs, the Fragonard Perfume will inform the customer as soon as possible and by any means, so that the customer can choose to maintain, or to totally or partially cancel, his command.

Fragonard VAD cannot be blamed or held responsible for the consequences of events beyond its control, including force majeure, which would cause to delay or to fail in deliver.

The delivery deadlines shall in no case entail the payment of damages to the customer or service providers it. Fragonard VAD reserve the right to split deliveries, provided that the port fees will only be charged once.

Note that if you choose to pay by check, the order will be processed upon receipt of the check and legal delivery period will not begin to run until the date of receipt of the check.

### **E-Gift cards**

The delivery of the e-gift card is done through 2 different processes:

- by sending the e-gift card to the email address of the beneficiary indicated by the Customer,
- by allowing the customer to: view their gift card(s) order on the Your Orders page and send it (them) back to the recipient

It is expressly agreed that Fragonard has fulfilled its delivery obligation once the gift card has been delivered by one of these two processes.

The sending of an e-gift card to the beneficiary is done within 1 (one) hour after the payment of the order.

## **5. Payment**

Shipment is always made after the order payment. No discount for early payment is granted.

All orders, whatever their origin (excluding USA and United Kingdom), are payable in euros. Regulation stamps or cash is not accepted.

Attention in the case where the payment is not equal to the total amount of the order, only the paid products will be shipped.

### **Online payment by credit card (CB)**

You can pay your order directly at our online store with credit card (Mastercard, Visa or American Express). At the final stage of checkout you enter your credit card number and its expiration date and security code on the back of the card (last 3 digits on the signature panel) [you will never be asked to indicate your PIN]. This information is encrypted, and all information transmitted is encoded. (We have adopted the SSL encryption process). None of this information is transmitted clear on the Internet.

Warning: If you order value exceeds 250 euros, the Fragonard Perfume reserve the right to request payment by bank transfer, or the transmission of a copy of an identity document or proof of address; the order will be processed on receipt of payment and documents requested as necessary.

### **Payment by credit card by fax or phone**

Complete your order and send us:

- By fax to +33 (0) 4 92 42 34 39, the copy of the order confirmation email along with your credit card number (Mastercard, Visa or American Express) and its expiration date and security code on the back of the card (last 3 digits on the signature panel).
- By phone at +33 (0) 4 92 42 34 34 (from 9:00 to 12:00 and 14:00 to 18h Monday to Friday) your number of your order and your credit card number (Mastercard, Visa or American Express) and its expiration date and security code on the back of the card (last 3 digits on the signature panel).

This information is strictly confidential and will be immediately registered on our protected banking system and can be used only once (for each order you will have to send us this information even if you have already used your card for purchasing in our website before.)

### **Payment by check**

You can send us a check in euros, payable in a French bank, to the order of "Fragonard VAD."

In this case we request you to specify the date and order number that was assigned to you online.

## **Payment by bank transfer**

You can make a transfer to the following bank account:

Société Générale - CANNES ENTREPRISE - 1056 Chemin des Campelieres - 06250 MOUGINS

Account number: 00020013162

Bank code: 30003

Bank agency code: 03548

Key RIB: 04

BIC: SOGEFRPP

IBAN: FR76 3000 3035 4800 0200 1316 204

## **Payment by international money order**

It shall be made to the order of "Fragonard VAD."

In this case we request you to specify the date and order number that were assigned to you online.

## **Online payment by PAYPAL**

You can pay your order directly on our online store via PayPal. At the final stage of your order, you click on the Paypal logo which automatically redirects you to the site.

## **Payment by Fragonard Gift Card**

Except for the purchase of the gift cards themselves, you can pay for your order directly on our online store with a Fragonard Gift Card by entering the number indicated on the card.

# **6. Products**

The list of products on our website is not exhaustive.

The essential characteristics of the products are outlined on each of the product sheets of the website. However, the images and colours of the products on sale may not correspond exactly to the real articles depending on the Internet browser and the screen used.

The pictures of our products are for information only and are not contractual.

Our products are available within the limit of available stock. Fragonard VAD make their best efforts to ensure that products appearing as available for sale are actually in stock. However, in case of out of stock after the final confirmation of your order, the customer service of the Fragonard Perfume will contact you within a maximum of 72 hours to notify you of products not available or if the shipment will be delayed and in this case, the estimated shipping time. In this case, you'll have the choice to:

- To completely cancel your order,
- To partially cancel your order and choose to:
  - Either receive the products available initially and delayed those that are stock out in a second shipment, when they will become available again,
  - Either receive all of your order one shipment, when all the products ordered will be available.

In the case you cancel your order, the Fragonard Perfume will reimburse you the paid amount within 14 days since the reception of the annulation notice for the whole or a part of your command.

The conditions of use of the gift cards are specified [here](#).

## 7. Warranties

### - Right of withdrawal

Fragonard VAD grants you a retraction period of 20 days following the receipt of the order, knowing that the legal period is only 14 days from the day following the receipt of the order, in accordance with the provisions of Article L.121-21-8 of the Consumer Code.

The withdrawal period shall expire then 20 days after the day you, or a third party indicated by you (excluding the carrier), came in to possession of the good. Where the period expires on a Saturday, Sunday or public holiday, it shall be extended until the next working day.

Regarding e-cards, you will not be able to exercise your right of withdrawal once the e-card has been fully or partially used to make a purchase. Indeed, any use of the e-gift card is an express and irrevocable waiver of the right of withdrawal.

To exercise your right of withdrawal, you must notify us of your decision to withdraw from this contract by means of an unambiguous statement (e.g. letter sent by post or email) within the aforementioned 20-day period. You can also use the sample [withdrawal form](#), but it is not mandatory, by writing to:

Fragonard Parfumeur  
BP 34240  
06131 Grasse Cedex 1  
France



or at the following email address: [sav@fragonard.com](mailto:sav@fragonard.com)

In order to comply with the withdrawal period, you only need to send your communication stating you wish to exercise the right of withdrawal before the expiration of the withdrawal period (postmarked in the case of a withdrawal request by post).

If an e-gift card has been withdrawn, it will be deactivated.

If you withdraw from this contract, Fragonard VAD will reimburse you, without undue delay. The amount corresponding to the product or the e-Card, described in the withdrawal, including delivery costs, if applicable, if the full order ( products and gifts) are sent back (excluding additional costs arising from the fact that you have chosen, if necessary, a type of delivery other than the least expensive type of standard delivery offered by the Fragonard Perfume) and, in any event, no later than fourteen (14) days from the day we were informed unequivocally informed by written of your desire to withdraw from this contract. The return costs that you pay.

You will need to return the cancelled good (excluding e-gift card) in its packaging, in perfect condition and with all its accessories when appropriate to the following address, without undue delay and in any event, within 14 (fourteen) days after you have informed us your decision to withdraw from this contract. You comply with this deadline if you send back the goods before the expiration of the fourteen day period, at your expense and via a delivery method adapted to the following address:

Fragonard Parfumeur  
After sales service  
BP 34240  
06131 CEDEX 1  
France

You cannot exercise the right of withdrawal for orders concerning products which were unsealed after delivery and that cannot be returned for hygiene or health protection reasons (eg care products).

Fragonard VAD will proceed to reimbursement using the same method of payment for the initial transaction, unless it is expressly agreed a different way; in any case the refund will not incur any fees for you.

#### **- Legal guarantee of compliance for consumer goods**

CONFORMITY - In any event, the seller will apply the provisions of the legal guarantee of goods' conformity with the contract in accordance with French legislation and standards in its sector that are currently valid, within the provisions of Article L.217-4 et seq. of the French Consumer Code.

Therefore, the client has 2 years to act after receiving an item, except for second-hand goods (display items), for which the deadline is 6 months (Article L.217-7).

The client can choose whether to have the item repaired or replaced, subject to the terms around cost set out in Article L.217-9: The client must provide proof that the defect existed during the legal guarantee period, except for second-hand items (display items), for which the period is 6 months.

Article L.217-4: "The seller must deliver an item in line with the contract and deal with conformity issues that exist on issue. They must also deal with conformity issues caused by packaging, or assembly or installation instructions where assembly or installation is their responsibility under the contract or has been undertaken on their behalf".

Article L.217-5: "the item complies with the contract:

1) If it is suitable for the habitual expected use of a similar item and, if applicable:

- if it matches the description given by the seller and has the qualities the latter has shared with the buyer in the form of a sample or model.
- if it has the qualities a buyer could legitimately expect in view of the public statements made by the seller, producer or their representative, including advertising or labelling.

2) Or if it has characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter".

Article L.217-9: "If there is a defect, the buyer can choose whether to have the item repaired or replaced. However, the seller cannot accept the buyer's choice if it costs disproportionately more than the other option in light of the value of the item or the significance of the defect. In this case, the seller must proceed with the option not chosen by the buyer, unless this is impossible".

Article L.217-12: "The right to take legal action due to a defect will lapse two years after the date the item is issued".

**HIDDEN DEFECTS** - The products benefit from the legal warranty for defects provided for in Articles 1641 to 1649 of the French Civil Code, which is limited to 5 years after purchase. In this case, the client can choose to return the item for a full refund or keep the item for a partial refund in accordance with Article 1644 of the French Civil Code.

Article 1641: "The seller is responsible for any hidden defects in the item sold that make it unfit for its intended purpose or limit its use to such a degree that the buyer would not have acquired it, or would have paid less for it, if they had known about them".

Article 1644: "The buyer can choose to return the item for a full refund or keep the item for a partial refund".

Article 1648-1: "Legal action based on a latent defect must be brought by the purchaser within two years of the defect being discovered".

Arrangements to implement safeguards

All claims or exchange or refund requests must be made by e-mail to: [sav@fragonard.com](mailto:sav@fragonard.com)

The products must be returned to Fragonard VAD in the same condition in which the Customer received them with all elements (packaging, instructions, accessories, etc.). Delivery costs shall be reimbursed to the Customer based on the invoiced rate (except in the event of a partial return of the order, in which case the delivery costs shall remain at the Customer's expense), no later than 14 (fourteen) days following receipt by Fragonard VAD of the returned merchandise, and return costs shall be reimbursed upon presentation of supporting documents.

## **8. Liability**

Fragonard perfume recalls that minors are unable to contract. Orders for minors must be confirmed by parental authority.

Under no circumstances shall Fragonard be held responsible for any entry errors made by the Customer, in particular delivery data, the electronic address of the Beneficiary of an e-gift card or a problem with his or her box and the consequences thereof, in particular the non-delivery of the order. It is therefore recommended to the Customer to check his or her input before validating the order.

Fragonard VAD invites you to reject any package that is damaged and notify our Customer Service Department by writing your reserves within three days, and to make sure to preserve an evidence of your writing. Otherwise, the Fragonard Perfume considers that you have received the products in a state giving you full satisfaction.

## **9. Your personal data**

We undertake to protect your privacy when you use our website and keep your personal information confidential.

See our [Privacy Policy](#) for more details about how we use your personal data.

In accordance with Article L.223.2 of the French Consumer Code, you can exercise your right to sign up on the <http://www.bloctel.gouv.fr> website to prevent cold calls.

## **10. Applicable law and dispute settlement**

These Terms and Conditions are subject to change at any time. The new terms and conditions will apply only to sales made after the change. All sales via our website and these Terms and Conditions of Sale are governed by French legislation, particularly the Consumer Code.

If a dispute between Fragonard VAD and a buyer cannot be resolved by our customer services team and in accordance with Article L.612-1 of the Consumer Code, you can contact the free CMAP mediation service by email ([consommation@cmap.fr](mailto:consommation@cmap.fr))

or post (CMAP - Service Médiation de la Consommation, 39 avenue Franklin  
Roosevelt, 75008 Paris, France).

Any issue or dispute regarding an order and/or these Terms and Conditions of Sale not settled by the mediation service will go before the exclusive jurisdiction of the French courts.

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