

# GENERAL SALES TERMS & CONDITIONS

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

## 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
- 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.

## Confirmation of your order online

On the summary page of the selected product(s), the button "CONFIRM MY ORDER" allows you to validate your basket and hence your product selection(s).

After checking or changing your order, step 5 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"

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 Perfumery 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 Perfumery.

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, Switzerland or in a country of the European Union, will include the VAT charged.

Any shipping outside of France, Monaco, 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.

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.

## 3. The shipping fee

The costs of packaging, insurance and shipping are requested for each order and are included in the cost of delivery 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 6€ per order for shipments Colissimo with tracking number or 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

Fragonard Perfumery 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 Perfumery.

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 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 6 € 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 Perfumery cannot be blamed or held responsible for the consequences of events beyond its control, including force majeure, or for those due to the carrier's fault or negligence, 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 Perfumery 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.

## 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 your order value exceeds 250 euros, the Fragonard Perfume reserves 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 "The Fragonard Perfumery." 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 Marseillaise de Crédit 06250 Mougins – France  
Account number: 21870300200  
Bank code: 30077  
Bank agency code: 04942  
Key RIB: 23  
BIC: SMCTFR2A  
IBAN: FR76 3007 7049 4221 8703 0020 023

## **Payment by international money order**

It shall be made to the order of "The Fragonard Perfumery."

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.

## 6. Products

The list of products on our website is not exhaustive.

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

Our products are available within the limit of available stock. Fragonard Perfumery 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.

## 7. Warranties

### - Right of withdrawal

In case the product does not suit your, is defective or does not correspond to your order, Fragonard Perfumery offers you a withdrawal period of 20 days starting from the reception of your parcel. Attention is recalled to the fact that the law guarantees only a period of 14 days.

The withdrawal period shall expire 20 days after the day you, or a third party indicated by you (excluding the carrier), came in to possession of the good.

To exercise this right, you must within 20 days above mentioned, notify us your decision to withdraw from this contract through an unequivocal statement (eg letter sent by post or email). You can also use the withdrawal form template, 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.

If you withdraw from this contract, the Fragonard Perfume will reimburse you, without undue delay. The amount corresponding to the product described in the withdrawal, including delivery costs 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 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 Perfumery 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

Concerning the legal guarantee of conformity, the consumer:

- Has a period of two years from delivery of the product to act;

- Can choose between repair or replacement of the goods subject to the conditions of cost under Article L.211-9 of the French Consumer Code;

- Is not required to provide proof of the lack of conformity of the goods during the six months following delivery of the goods. This period is extended to twenty-four months from 18 March 2016, except for used goods.

It is recalled that the legal guarantee of conformity applies regardless of any commercial guarantee granted. The consumer may also decide to implement the guarantee against latent defects accorded by the Article 1641 of the French Civil Code and, in that case, he can choose between the resolution of the sale contract or a price reduction in accordance with Article 1644 of the Civil Code.

## 8. Liability

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

Fragonard Perfumery 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

Your data is processed by the company Les Parfumeries Fragonard, which is enrolled in the Grasse Commercial Register under number 403 394 018.

We promise to protect your privacy when you use our website and we ensure the confidentiality of the personal data that you give us. We need this information to process and manage your orders properly. When you place an order, we need to know your first and last name, mailing address, email address, and mobile number to manage the shipment of your package. This data allows us to process your order and inform you of its status. Please note that we do not store your bank information.

We collect your data with your consent to send you special offers via email or SMS, as well as our catalogues and samples via the post. We will store your data for a maximum of 3 years after your last response to our solicitations. The legal basis for this processing is your consent, which you may withdraw at any time, without this impairing the lawfulness of the processing of your data made before such a withdrawal.

In accordance with the General Data Protection Regulation No. 2016/679 of 27 April 2016, you have the right to request Les Parfumeries Fragonard to access, correct, transfer, or erase your personal data, as well as to limit or

object to its processing. You also have the right to file a complaint with the French National Commission on Informatics and Liberty, or CNIL, at: <https://www.cnil.fr/>.

To enforce your rights towards Les Parfumeries Fragonard, you may send us a letter at LES PARFUMERIES FRAGONARD- Service VAD- 20 boulevard Fragonard - 06131 GRASSE – FRANCE, or send us an email at: [vieprivee@fragonard.com](mailto:vieprivee@fragonard.com)

Lastly, in accordance with article L. 612-1 of the French consumer code, you are entitled to free access to our mediation service CMAP (Centre de Médiation et d'Arbitrage de Paris) at the following address: [consommation@cmap.fr](mailto:consommation@cmap.fr) or by post : CMAP - Service Médiation de la consommation, 39 avenue Franklin Roosevelt, 75008 PARIS, FRANCE

For more information read our [private policy](#)

## 10. Applicable Law

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.

French law is applicable and any difficulty or dispute will be subject to the exclusive jurisdiction of the French courts.

Updated: April 2021