

# GENERAL SALES TERMS & CONDITIONS

Orders may only be placed on the Fragonard Perfumery by individual consumers

This document contains the general conditions applying to the sale of products on the [www-it.fragonard.com](http://www-it.fragonard.com) website belonging to Fragonard Italia SRL, Corso Italia n. 22, 20122 Milano, Italy, referred to hereafter as "Fragonard".

In order to place an order on the [www.fragonard.com](http://www.fragonard.com) website you must be an adult, fulfil the statutory conditions required to enter into a legally binding contract, have your own e-mail address and a valid credit or debit card.

The term "Customer" refers to the end consumer, i.e. any private individual buying products for reasons unrelated to a business, commercial, self-employed or professional activity.

## 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 "CREATE AN ACCOUNT" In our website side bar "I don't have a Fragonard account" section.
- 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 page summarizing the list of the selected product(s) or the e-gift card, the button "VALIDATE MY ORDER" enables you to validate your basket and thus your selection.

After checking or changing your order, to confirm it, 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. 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 ITALIA SRL – VIA SOLFERINO, 2 – 20121 MILAN – ITALY

By phone: +39 (0) 262695200

E-mail: [fragonard.italia@fragonard.com](mailto:fragonard.italia@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 and shipping fee**

The prices of our products listed in our online catalog are in Euros and include all taxes (excluding postage).

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

The amount payable to purchase ordered products is the one stated in each individual case on the site and totaled in the basket. Delivery charges are also clearly stated before the order is validated by the Customer.

If payment does not correspond to the total order price solely the products paid for will be dispatched.

It is more convenient to group several products in a single order.

Note: several separate orders placed for the same delivery address cannot be grouped and the delivery charges will be incurred for each order.

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. Delivery**

#### **Products:**

Delivery is limited to Italian territory.

Deliveries are made into the address given in the order.

#### **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.

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.

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

For shipments in Italy, the average delivery time is 10 working days Chrono Classic 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.

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

## **4. Payment**

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

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, or Visa). 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 phone**

Complete your order and send us:

- By phone at +39 (0) 262695200 (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, or Visa) 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 bank transfer**

You can make a transfer to the following bank account:

Société Marseillaise de Crédit 06130 Grasse France

Account number: 11431204200

Bank code: 30077

Bank agency code: 04942

Key RIB: 40

BIC: SMCTFR2A

IBAN: FR76 3007 7049 4211 4312 0420 040

### **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 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.

## **5. 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.

The conditions of use of the gift cards are specified here.

## **6. Legal guarantee**

The producer's warranty is provided for the statutory timescales. The warranty applies to non-compliant products provided that they have been used correctly, for the purpose for which they are intended and in accordance with any indications in the enclosed documentation. In the event of proven non-compliance, the Customer is entitled to a replacement free of charge or to terminate the contract. Fragonard will reimburse the Customer for the price paid if it is unable to replace a defective product for any reason.

Customers may exercise their right to the producer's statutory warranty for a period of twenty-four months after the date of delivery of a non-compliant product but must inform Fragonard of the non-compliance / defect within two months of observing it. In order to benefit from the warranty, the Customer must return the product with its original packaging and a copy of the invoice to the following address:

Fragonard Italia SRL

Corso Italia n. 22

20122 Milano MI

Italy

No compensation may be claimed from Fragonard for any delay in replacing products.

## **7. Right of withdrawal**

Under the terms of Article 52 of "D.L. 206/2005" as subsequently amended, the Customer is entitled to withdraw from the purchase contract for any reason, without having to give grounds and without any penalty, within 14 (fourteen) working days of the date of receipt of the product(s).

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.

In order to exercise the right of withdrawal, the Customer must send a message to this effect within the stated timescale to the following e-mail address: [fragonard.italia@fragonard.com](mailto:fragonard.italia@fragonard.com) or use the present ad hoc form.

In the event of withdrawal, Customers must return the products (excluding e-gift card) at their own expense to the following address within fourteen days of sending the message expressing their intention to terminate the present contract (postmarked in the case of a withdrawal request by post):

Fragonard Italia SRL

Corso Italia n. 22

20121 Milano MI

Italy

Products are considered as having been returned upon being handed over to the postal service or the carrier.

Products must be returned in good condition, in full, with all accessories and other components that form an integral part thereof and in their original packaging.

In accordance with the law, Fragonard will reimburse the Customer for payments made by the latter without any undue delay and, in any event, within fourteen days of being informed of the Customer's decision to withdraw from the contract.

Shipping costs for returning products are borne by the Customer. In the event of an order covering several products, withdrawal may be exercised for one or more products in the order by describing the products to be returned in the withdrawal message.

## **8. 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.

Lastly, in accordance with article L. 612-1 of the French consumer code, you are entitled to free access to our mediation service CMAP 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

## **9. Acceptance of the general conditions of sale / 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.

Sending a purchase order implies acceptance of the present general conditions of sale. Customers declare that they have read the information provided as part of the purchase procedure and therefore agree not to use other documents, particularly their own general purchase conditions.

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