

# 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. SELLER IDENTIFICATION:

The products covered by these general terms and conditions of sale are offered for sale by Fragonard Italia SRL - Corso Italia n. 22, 20122, Milan, email [fragonard.italia@fragonard.com](mailto:fragonard.italia@fragonard.com) registered with the Chamber of Commerce of Milan under no. MI-2064721, VAT and Tax Code 09043230961, PEC (certified email) [fragonarditalia@legalmail.it](mailto:fragonarditalia@legalmail.it)

## 2. DEFINITIONS

'Customer' shall mean the final consumer, i.e. any natural person who purchases the products for purposes unrelated to any entrepreneurial, commercial, skilled trade or professional activity.

Seller' means Fragonard Italia SRL, as identified in point 1, which offers the products for sale.

'Contract' shall mean the contract of sale relating to products made by the Seller that is concluded between the Seller and the Customer through a distance selling system carried out using online tools managed by the Seller at the time when payment for the products is correctly made.

## 3. SUBJECT MATTER OF THE CONTRACT

Under the Contract, the Seller offers and the Customer purchases remotely, using online tools, the products presented and offered for sale through the website [www.fragonard.com](http://www.fragonard.com) and, specifically for Italy in the Italian language [www.fragonard.com/it-it](http://www.fragonard.com/it-it). Please note that the website is also available in languages

other than Italian and for countries other than Italy.

The products are all indicated on [www.fragonard.com/it-it](http://www.fragonard.com/it-it) and/or in any linked subdomains together with a specific and detailed indication of their characteristics.

## **4. METHODS OF ENTERING INTO AND CONCLUDING THE CONTRACT**

The Contract between the Seller and the Customer is concluded exclusively online, via remote electronic means, through the Customer's access to the website [www.fragonard.com/it-it](http://www.fragonard.com/it-it), where, following the procedures indicated in this article, the Customer proceeds to purchase the products.

The Contract is concluded when the Customer receives an order confirmation by e-mail. The Contract is concluded at the place where the registered office of the Seller is located.

The Customer is aware that in order to access the website [www.fragonard.com/it-it](http://www.fragonard.com/it-it), an Internet connection is required, the costs of which shall be borne entirely by the Customer according to the terms established by his or her connectivity operator.

These general terms and conditions shall be valid from the day of conclusion of the Contract and may be updated, supplemented or amended at any time by the Seller, who shall give notice thereof via the pages of the Website [www.fragonard.com/it-it](http://www.fragonard.com/it-it). Such amendments, updates and/or additions will not change Contracts that have already been concluded, but will be effective for future purchases.

The Customer is obliged to read these general terms and conditions of sale "on line" by the Buyer, before completing the purchase procedure.

The Customer undertakes to pay the price of the purchased goods in the time and manner indicated in the Contract and undertakes, once the online purchase procedure has been completed, to print and keep this contract received by e-mail as an attachment to the confirmation of the purchase order.

### **4.1. How to order?**

To be able to order in our website you may need to use a browser that accepts cookies. After entering our site [www.fragonard.com/en](http://www.fragonard.com/en), to place a product order, you must:

- 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))
- once you have selected your basket via the 'View My Basket' button, click on 'Validate My Order' or 'Save My Basket' to proceed with your purchase at a later date;
- then enter your shipping and payment information
- select your free samples (maximum amount: 2)

- enter the payment method information and then validate your payment method;

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
- enter the payment method information and then validate your payment method.

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

## **4.2. 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"

By confirming the order, the Customer therefore declares that he is aware of the GTC and fully accepts their content, prices, volumes, characteristics, quantities and delivery times of the products or gift cards offered for sale and ordered by the Customer, as well as the terms of payment. The Customer also declares to have read and accepted all information he has provided pursuant to the aforementioned regulations, also acknowledging that the Seller shall not be bound by any conditions

other than those previously agreed upon in writing.

In the case of gift card purchases, once the payment has been validated, the order form can be printed.

Once the order has been received, the Seller shall send the Customer an e-mail reply with an order receipt indicating the order number and, as a reminder, the total amount to be paid. This document will provide a link to download these GTC and a standard cancellation form that you can use to enforce this right.

The submission of the purchase order confirmation therefore implies knowledge and full acceptance of these terms and conditions.

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)

The Seller reserves the right, at its sole discretion, to cancel any order of a Customer with whom there is a dispute relating to payment for a previous or different order or any other reason relating to the abnormal nature of the order.

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.

## **5. PURCHASING METHODS, SALES PRICES AND DELIVERY COSTS**

The products, prices and conditions of sale on the Site [www.fragonard.com/it-it](http://www.fragonard.com/it-it) - within the limits of their availability - are valid for the time they are published on the Site and within the limits of available stocks. Prices, availability and conditions of sale shall therefore always be deemed to be indicative and subject to express confirmation by e-mail by the Seller after payment has been made, which constitutes confirmation of the purchase order.

All prices are quoted in Euro and include VAT; they are the prices in force at the time the purchase order is sent by the Customer. Nevertheless, the Seller reserves the right to change the prices of products at any time without prior notice.

Product prices may vary due to an increase or decrease in VAT, which is beyond the Seller's control.

The price does not include packaging, insurance and shipping costs ('delivery costs'). The amount to be paid for the purchase of the products ordered is the amount indicated on the site from time to time and summarised in its total amount in the shopping cart. Delivery costs are also clearly indicated before the customer validates the order. It should be noted that it is more convenient to group several products in one order.

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

If the payment does not correspond to the total amount of the order, only those products for which the price has been paid shall be shipped. Accordingly, the Customer expressly grants the Seller the right to accept even only part of the order placed. In this case, the Contract shall be deemed to have been concluded only for the goods actually sold.

Receipt of the order shall not bind the Seller until the latter has sent an e-mail confirming payment and indicating the order number as set out in clause 3.6. By accepting the GTC, the Customer expressly declares that he is making the purchase for purposes unrelated to any commercial or professional activity exercised.

## **6. DELIVERY: TIMING AND MODALITIES**

### **Products:**

Delivery is limited to Italian territory.

The delivery address is the one indicated by the Customer at the time of registration or in the order and which cannot be changed once the order has been sent.

### **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.

In the event of foreseeable delivery delays, the Seller shall promptly notify the Buyer by sending an e-mail to the address provided by the latter during the purchase procedure. Here is the link for information on shipping to Italy and European countries: <https://www.veralab.it/it/spedizione/>

Shipping times may, however, vary from the day after the order is placed to a maximum of 30 (thirty) days after order confirmation, as provided for by the regulations in force. If the Seller is unable, for any reason whatsoever, to dispatch the goods within said term, or in the event of foreseeable delays in delivery, the Seller undertakes to inform the Customer as soon as possible and by any means whatsoever so that the Customer may decide whether to maintain or cancel his order, in whole or in part.

On the other hand, the Seller shall not be liable for the consequences resulting from events beyond its responsibility, in particular in cases of force majeure or for facts attributable to the carrier that delay or prevent the delivery of the product(s) ordered.

If delivery is delayed, the Customer shall not be entitled to any compensation.

The Seller reserves the right to split deliveries, it being understood that delivery costs will only be charged once.

An electronic gift card shall be sent to the beneficiary no later than 1 (one) hour after payment for the order.

At the time of delivery, the Customer shall verify that: a) the number of packages delivered corresponds to the number indicated in the transport document attached to the goods shipped; b) the packaging, including closing tapes if present, is intact and has not been tampered with.

If the goods received do not correspond to the order placed, or if any of the products ordered are missing, the Buyer must report this discrepancy within 15 (fifteen) days of receipt of the package by contacting the Seller through Customer Service at the contact details provided in Article 4.2. The Seller may request appropriate descriptions and evidence as proof of the discrepancy (e.g. photographs) and check with the Customer if it finds that the discrepancy is real and not attributable to the Customer. Partial returns are also possible, only for products sent in error, provided that they are intact and bear their original seals. If the Buyer requests to return the wrongly sent product and the correct product is not currently available for shipment, the Seller shall proceed with the refund and the shipping costs shall be borne by the

Seller.

If the delivered goods show any damage allegedly caused by transport, the Customer may refuse the delivery and notify the Seller thereof within and no later than 15 days, who will make the necessary objections to the forwarding agent and arrange for a new shipment upon receipt of the disputed goods.

If the Buyer decides to accept the goods on delivery, despite the packaging being seriously damaged and/or tampered with, to safeguard his rights, he shall notify the courier of the unsuitability of the packaging, marking the delivery document with the words " RESERVE TO CHECK GOODS DUE TO ..." (indicating the reason for the reservation in question) on the delivery document, a copy of which must be retained, and then proceed to make an immediate report to the Seller.

If the tracking shows that the goods have been delivered, but the Customer has not received them, the Customer may, within fifteen days from the date of delivery, open a report with Customer Care for non-delivery. The Seller shall make appropriate inquiries with the forwarding agent, if necessary granting the Buyer either a new shipment or a refund of the amount paid.

## **7. 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.

All orders are payable in Euro, including taxes and compulsory contributions. Any bank charges are to be borne exclusively by the customer (even in the event of a refund). Payment shall be made within 10 (ten) days of the Order, - after which the order shall be automatically cancelled and the Buyer shall be notified by automatic e-mail.

Ownership of the products ordered shall remain with the Seller until the entire amount due for the order, including delivery charges, taxes and other mandatory contributions (where applicable) are paid in full by the Customer. Before being processed, orders are checked for authenticity directly by the relevant credit card issuing institutions for the protection of the customer. If, for any reason whatsoever, it is not possible to debit the amount due, the sale process will be automatically cancelled and the sale will be terminated pursuant to Article 1456 of the Civil Code. The Customer shall be informed by an automatic e-mail.

The Customer warrants to the Seller that he has the necessary authorisations to use the payment method chosen for his order at the time of placing the order. Payment methods provided: Credit/debit/prepaid card; PayPal account; Bank transfer; Fragonard Gift Card.

**Online payment by credit/debit/prepaid card.**

The customer can pay for the order directly in our online shop by credit/debit/prepaid card (Mastercard, or Visa). At the final stage of validation of the order, the credit/debit/prepaid card number as well as the validity date and the CVC located on the back of the card (the last 3 digits located in the signature box) must be indicated [at no time must the confidential code be provided]. Payments by PostePay are not accepted.

This information is placed in encrypted address books and all transmitted information is encrypted (SSL encryption is used). None of this information circulates unencrypted 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/debit/prepaid card by phone**

Complete your order and send us:

- by telephone at + 39 (0) 262695200 (Monday to Friday: 9 a.m. to 12 noon and 2 p.m. to 6 p.m.) together with the order, the credit/debit/prepaid card number (Mastercard, or Visa) as well as the validity date and the CVC located on the back of the card (the last 3 digits located in the signature box). Payments via PostePay are not accepted

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

Account number: 00020009889

Bank code: 30003

Bank agency code: 03548

Key RIB: 26

BIC: SOGEFRPP

IBAN: FR76 3000 3035 4800 0200 0988 926



## **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.

## **8. 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](#).

## **9. SELLER'S LIABILITY**

The Seller accepts no liability for inefficiency due to force majeure or unforeseeable circumstances.

The Seller shall not be liable to the Customer, except in the case of intent or gross

negligence directly attributable to it, service disruptions or malfunctions related to the use of the Internet. Similarly, the Seller cannot be held liable to the Customer for service disruptions or malfunctions related to the use of the Internet beyond its control or that of its subcontractors.

In case of service disruptions related to the carrier, the Customer is required to send a notification to the Seller so that he can contact the Carrier accordingly. In the event of loss of the package or other circumstances causing non-delivery or incorrect delivery, the Seller, in agreement with the Customer, will either issue a refund or resend the order.

The Seller assumes no liability for any fraudulent and unlawful use that may be made by third parties of credit cards, cheques and other means of payment, for the payment of the purchased products, if it proves that it has taken all possible precautions based on the best knowledge and experience at the time and on the ordinary diligence required.

## **10. LEGAL WARRANTY AND SELLER'S OBLIGATIONS FOR DEFECTIVE PRODUCTS**

The producer's warranty is provided for the statutory timescales.

The warranty applies to products with a conformity defect, provided that they have been used correctly and in accordance with their intended use and any accompanying documentation. In the event of an ascertained lack of conformity, the Customer has the right to choose between replacement free of charge or termination of the Contract. If the Seller, for whatever reason, cannot replace the defective product, it will refund the Customer the amount paid. Products showing clear signs of tampering or faults caused by improper use or external agents not attributable to manufacturing faults and/or defects are not covered by the warranty.

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.

To claim under the warranty, the Customer must return the product with the original packaging and a copy of the invoice, along with a description of the defect, including photographs and videos, and the date on which the defect was discovered, 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.

The Seller shall not be liable for the consequences resulting from a defective product if the defect is due to the product's conformity with a mandatory legal norm or binding measure, or if the state of scientific and technical knowledge at the time the manufacturer put the product into circulation did not yet permit the product to be considered defective.

No damages shall be due if the injured party was aware of the defect in the product and the danger arising therefrom and nevertheless voluntarily exposed himself to it. Similarly, the Seller may not be held liable for defects resulting from wrong and/or incorrect use of the purchased goods, external causes (e.g. knocks, falls, etc.), carelessness and improper use.

In any event, the injured party must prove the defect, the damage, and the causal connection between the defect and the damage, also through descriptions, photographs and means available to the injured party

## **11. 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.

If the electronic gift card has not been used, the right of withdrawal can be exercised by deactivating it.

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. Until the package is delivered to the Seller, the responsibility and custody of the package shall rest with the Customer. Any loss or damage to it may affect the refund.

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.

## **12. 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.

Furthermore, pursuant to Article 14 of European Regulation 524/2013, the Seller informs the Customer that in the event of a dispute, he may file a complaint via the ODR (Online Dispute Resolution) platform made available by the European Commission and accessible at the following link <https://ec.europa.eu/consumers/odr/>.

The Seller, however, invites the Buyer to use the 'contact us' channel to resolve any questions directly.

## **13. APPLICABLE LAW AND JURISDICTION**

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.

This Contract shall be governed by Italian law.

Any dispute relating to the interpretation and execution of this Contract shall be settled by the Court of the place where the Customer, as a consumer, has his

residence.

Italian law applies and for all disputes the mandatory territorial jurisdiction lies with the judge of the place of residence or domicile of the Customer if located in Italy.

Should any of the provisions contained in this Sales Agreement be held invalid, void or unenforceable for any reason whatsoever, such provision shall be deemed severable and shall not affect the validity and enforceability of the other provisions.

Updated: 12/07/2024