

General Terms and Conditions of Sale by telephone version applicable in France from January 2021

1. Identification of the seller

These general terms and conditions are those of COMPAGNIE DES CRISTALLERIES DE SAINT-LOUIS (hereinafter "SAINT-LOUIS") a "société par actions simplifiée" with a capital of €3,892,500 whose registered office is located at rue Coëtlosquet, 57620 Saint-Louis-Lès-Bitche, France, registered in the Sarreguemines Trade and Companies Register under number 353 438 708, intra-Community VAT number FR 18 353 438 708. Its contact details are as follows: 01 40 17 01 74 and service-client@saint-louis.com.

2. Scope and acceptance of the General Terms and Conditions of Sale

SAINT-LOUIS products are intended exclusively for sale to final consumers who are natural or legal persons, excluding any resellers or intermediaries acting on behalf of resellers. Therefore, you confirm that you are acting as a final consumer and not intending to resell the SAINT-LOUIS products for commercial purposes.

You may place orders for products in accordance with these General Terms and Conditions of Sale ("**General Terms and Conditions of Sale**") if you are at least 18 years of age.

Telephone sales require a SAINT-LOUIS account or the creation of a SAINT-LOUIS account if you are new to SAINT-LOUIS. The creation of a SAINT-LOUIS account will be confirmed after approval of the applicable privacy policy.

Depending on the availability of the products, it is possible to order a selection of SAINT-LOUIS brand products by telephone from SAINT-LOUIS (hereinafter the "**Product(s)**").

SAINT-LOUIS may update these General Terms and Conditions of Sale at any time. In addition, each time you make a distance purchase of Products, you will be asked to confirm your acceptance of these General Terms and Conditions of Sale in effect on the date of placing your order. To signify your acceptance, you must tick the box "I have read and accept the General Terms and Conditions of Sale" when paying for the products. The General Terms and Conditions of Sale in force at the time of entering into the sales contract are those that are enforceable against you.

3. Ordering procedure

For any order, the procedure is as follows:

- ✓ You give us by telephone or by e-mail your selection of Product(s) and in particular the colours, the reference(s), the quantity/quantities chosen, the sizes chosen, and the delivery information necessary for the correct shipment of your order (title, first name, last name, telephone number, delivery address). We tell you the delivery period for your order.
- ✓ You will receive an e-mail and/or a text message (depending on the method of communication you choose) with a link to make the payment. By clicking on the link, you will be redirected to the payment platform and you will have a summary of the order. You must verify the accuracy of your selection in the summary before making the payment.
- ✓ Once you have validated the order information, provided your full name and payment card information and accepted these General Terms and Conditions of Sale and the SAINT-LOUIS Privacy Policy, you can proceed with the payment for the order by clicking on the "Pay" button. SAINT-LOUIS will not have access to any bank details.
- ✓ Once you have validated the order and the payment has been made, you will receive a payment confirmation e-mail stating the transaction number, the amount of the transaction, the essential characteristics, the quantity and the price of the Products purchased. We recommend that you keep this confirmation. SAINT-LOUIS will then proceed with the processing of your order, subject to the provisions below.
- ✓ After the product is shipped, you will receive a shipping confirmation with the shipping number.

Product offers are valid while stocks last. Indeed, at the time of validation of the order, there may be a difference between the stock available electronically and the existing physical stock (for example in the case of simultaneous orders for the same product by several customers). The sale is therefore conditional on the availability of the Products in stock. In addition, SAINT-LOUIS reserves ownership of the Products until receipt of the price of the Products in accordance with the provisions of Clause 5 below.

The sales contract will be formed once we have received your order. We will ship your Product subject to the availability of the Product purchased (as provided below) and the actual collection of the Product price.

If all or part of your order is not available, we will contact you to decide if you want to continue with the available part of your order or if you want to cancel it completely.

The data confirmed to you by e-mail (hereinafter the “**Order Data**”) constitute proof of the nature, content and date of all transactions entered into between SAINT-LOUIS and you. In the event of conflict between you and SAINT-LOUIS over a transaction carried out by telephone, the Order Data are considered as valid proof of the content of the transaction, unless you provide proof to the contrary.

SAINT-LOUIS reserves the right not to accept and/or to cancel an order from a customer with whom it is in dispute concerning a previous order, or if it reasonably believes that the customer has violated these General Terms and Conditions of Sale or has engaged in fraudulent activity, or for any other legitimate reason.

SAINT-LOUIS reserves the right not to accept and/or to cancel any order that does not comply with an international sanction and/or embargo regime.

4. Prices – Accepted payment methods

All orders are payable in euros and must be paid immediately at the time of placing your order.

The price will be all taxes included for any delivery within the European Union and excluding taxes for any delivery outside the European Union.

The credit cards we accept will be communicated at the time of your order. Accepted credit cards will be secured using the 3D Secure system. This technique is also known as “Verified by Visa®” and “MasterCard® SecureCode”.

During payment, the bank requests personal information from the customer in order to verify the identity of the cardholder and validate the transaction.

How do I pay with 3D Secure?

After validation of your bank details (card number, expiry date and cryptogram), a new page will appear on which you will have to enter the personal information requested by your bank. This information can be:

- the answer to a personal question;
- a password you have chosen beforehand;
- a code sent by SMS;
- your date of birth, etc.

Once the 3D Secure code is entered and validated by your bank, your order will be finalised. You will then receive a confirmation text or e-mail (depending on the means of communication you choose).

Authentication is specific to each bank. If you have any questions about your 3D Secure code, please contact your bank directly.

Shipping of your order can only take place after verification of your payment method and receiving authorisation to debit your card. Your account will be debited at the time of payment confirmation.

5. Retention of title

The Products ordered remain the property of SAINT-LOUIS until the price is fully collected by SAINT-LOUIS. However, you assume the risks (including loss, theft or damage) relating to the Products delivered from the time they are delivered to the address indicated at the time of the order.

6. In-store pickup and delivery arrangements

6.1 In-store pickup

You can pick up your order in store. This service is offered only at the SAINT-LOUIS store located at 13 Rue Royale, 75008 PARIS, France.

An e-mail will be sent to you when your order is available in store.

For all in-store pickups, please show a sales assistant:

- the e-mail informing you of the availability of your order (printed or on your phone screen); and
- your ID.

You will be able to designate another person to pick up your order in store as follows.

The designated person will be required to show a sales assistant:

- the e-mail informing you of the availability of the order;
- a written power of attorney from you giving him/her the right to pick up your order;
- a copy of your ID; and
- his/her ID.

You have three (3) weeks to pick up your order from receipt of the e-mail informing you of its availability in store. Otherwise, SAINT-LOUIS reserves the right to cancel the order and refund the order.

6.2 Delivery to a postal address

The Products are shipped to the shipping address that you indicated during the ordering process.

SAINT-LOUIS will inform you at the time of your order if the Products can be delivered to the delivery address you have requested.

Delivery costs are calculated based on the delivery address, the selected products, the total value of the order and the means of delivery. If costs apply, they will be communicated to you by telephone, included in the total amount to be paid and specified in the summary of the order sent in the payment confirmation referred to in Clause 3.

The delivery time will be communicated to you by telephone as well as in the payment confirmation referred to in Clause 3.

SAINT-LOUIS will not process any order which has a post office box as the delivery address.

We reserve the right to request a valid ID upon delivery (e.g. passport or driving licence).

Customs fees will be paid by the customer upon receipt of his/her order.

7. Delivery problems

If you notice a defect or delay in the delivery, or in the availability of your Products, you must report it to our Customer Service as soon as possible.

If the delivery deadline is not met, you can cancel the order by telephone on +33 (0)1 40 17 01 74, Monday to Saturday (excluding public holidays) from 10:30 to 18:30 or by e-mail to boutique.paris@saint-louis.com.

SAINT-LOUIS will then be required to reimburse you for all amounts paid, no later than fourteen (14) days after the date of termination of the sales contract. If you nevertheless receive the Product after using this option, you must return it in accordance with the return procedures set out in Clause 9 below.

You must check the conformity of the Products at the time of delivery. In the event of an anomaly (open package, damaged product, etc.), you must indicate this, if possible on the delivery note, in the form of handwritten reservations accompanied by your signature.

You must then contact Customer Service by e-mail (boutique.paris@saint-louis.com) or by telephone on +33 (0)1 40 17 01 74, Monday to Saturday (excluding public holidays) from 10:30 to 18:30. In the event of non-compliance of the Products purchased or if you are not satisfied with them, you may return them or request their exchange or refund under the conditions provided for in Clause 8 "Right of withdrawal" and Clause 9 "Terms of exchange, return and refund".

No claim made more than thirty (30) calendar days after the date of delivery of your order will be taken into account.

8. Right of withdrawal

8.1. Right and period of withdrawal

You have a legal right of withdrawal which you can exercise under the conditions provided for in articles L221-18 and L221-20 of the French Consumer Code, if you meet the conditions laid down by these provisions, without having to justify reasons and without having to pay a penalty.

The general return policy of SAINT-LOUIS (for refund or exchange requests) allows you to withdraw, counting from the date of validation of your order (see Clause 3) within thirty (30) days from the date of delivery of the Products, without having to justify reasons and without having to pay a penalty. After this period, you will no longer be able to exercise your right of withdrawal.

8.2. Restrictions on the right of withdrawal

You may not exercise your right of withdrawal with respect to custom-made or customised products (such as products bearing your name or initials).

8.3. Means of exercising the right of withdrawal

We offer you the opportunity to exercise your right of withdrawal in accordance with the provisions of Clause 9 below.

9. Terms of exchange, return and refund

9.1. General conditions of exchange and refund

As part of exercising the right of withdrawal or in the event of non-compliance of the Product, you may return the purchased Product and request an exchange or refund under the conditions set out below.

If you do not comply with this return policy, we will not be able to make any refunds and/or exchanges.

Any SAINT-LOUIS product purchased (or received as a gift) by telephone may be exchanged or made the basis for a customer credit at the SAINT-LOUIS store located at 13 Rue Royale, 75008 PARIS, France within thirty (30) calendar days of the delivery date, subject to the following conditions:

- Products returned must be in their original condition and in their original packaging.
- Products rendered or returned must be accompanied by the purchase invoice or a copy in case of partial return.

You will not be reimbursed for the cost of transporting Product(s) purchased remotely which are returned or exchanged.

9.2. In-store exchange

The Products must be returned within a maximum period of thirty (30) days from the date of delivery of the Products in their original condition and packaging (the blue box and, if possible, the shipping carton), accompanied by the purchase invoice or a copy in the case of partial return.

For any exchange, you must return the Product to the Boutique SAINT-LOUIS Paris located at 13 Rue Royale, 75008 PARIS in France.

9.3. Distance Product return

For any distance return:

- (a) Contact our Customer Service team by telephone on +33 (0)1 40 17 01 74, Monday to Saturday (excluding public holidays) from 10:30 to 18:30 or by e-mail to boutique.paris@saint-louis.com to notify your return request within thirty (30) days of the date of delivery of the Products,
- (b) Ensure that your Product and all accessories and documents provided are properly packaged in the original shipping carton or other secure container. If you do not have the shipping carton, use packaging that will protect the Product during transport,
- (c) Fill in the withdrawal form at the end of these General Terms and Conditions and send it with your Product, and
- (d) Return the Product within thirty (30) days of notification of the return request.

If we do not accept a returned Product, we will contact you and return the Product to you at your expense or make it available for collection according to your choice.

9.4. Refunds

9.4.1 Return of Product to store for refund

The Products must be returned within a maximum period of thirty (30) days from the date of delivery of the Products in their original condition and packaging (the blue box and, if possible, the shipping carton), accompanied by the purchase invoice or a copy in the case of partial return.

The refund will be made at the Boutique SAINT-LOUIS Paris located at 13 Rue Royale, 75008 PARIS, France, to the payment card used to place the order.

You will not be reimbursed for the cost of transporting Product(s) purchased remotely which are returned.

9.4.2 Distance refund

The refund will be made within a maximum of fourteen (14) days of receipt of the Product(s), it being understood that your bank may take up to ten (10) working days to make a refund to your card, depending on the processing times. This varies from card issuer to card issuer, and we are not able to speed up this process which is beyond our control.

A confirmation e-mail will be sent to you. The refund will then be made according to the same method of payment as that used for the order and will be made in the same currency as that used by the customer at the time of payment for the order.

10. Legal guarantees and commercial warranty

10.1. Legal guarantees

Products sold by SAINT-LOUIS are subject to the conditions of legal guarantees provided for in articles L217-4 to L217-14 of the French Consumer Code and articles 1641 to 1648 of the French Civil Code, to the exclusion of all other guarantees:

- Legal guarantee of conformity:

SAINT-LOUIS will give/deliver to you a Product that complies with the contract and is free of non-conformities, in the sense that the Product will be fit for the normal intended use of a similar item and that it will have the characteristics presented at the time of sale. SAINT-LOUIS is responsible for defects in conformity that result from packaging, or from the instructions for set-up or installation when this is made its responsibility in the contract or where this has been performed under its responsibility. Defects in conformity appearing within the period of the legal guarantee (twenty-four (24) months from the delivery of the Product) are presumed to exist at the time of delivery, unless proven otherwise.

In the event of a defect in conformity, you may choose between repair and replacement of the Product unless one of these choices entails a manifestly disproportionate cost for SAINT-LOUIS. If repair or replacement of the Product is not possible, you may either recover the price paid and return the Product or retain the Product and recover part of the price, unless the defect in conformity is minor. The return, replacement or refund of the Product will be at no cost to you and does not preclude the possible awarding of damages should you be entitled to them. The legal guarantee of conformity applies independently of the commercial warranty indicated in Clause 10.2 below.

- Legal guarantee against hidden defects:

SAINT-LOUIS will give you a Product free of hidden defects that would make it unsuitable for the intended use, or that would diminish this use so much that you would not have acquired it, or would have given a lower price for it, if you had known of them. This guarantee will only be effective if you request it within two (2) years of discovery of the defect.

In this context, if it is not possible to repair or replace your product, you will have the choice either to return the Product and have the price and expenses incurred by the sale refunded to you, or to keep the Product and, in certain circumstances, have part of the price refunded to you. In all cases, it will be your responsibility to prove that you meet the guarantee conditions.

In case of defect in conformity and/or hidden defects, you may return the Products in accordance with Clause 9.

11. After-sales service and spare parts availability

Any technically repairable Product benefits from after-sales service. For any repairs, please contact our Customer Service by telephone on +33 (0)1 40 17 01 74, Monday to Saturday (excluding public holidays) from 10:30 to 18:30 or by e-mail to boutique.paris@saint-louis.com.

In accordance with article L. 111-3 para. 1 of the French Consumer Code, SAINT-LOUIS confirms that no period of availability for spare parts essential for the use of the Products is guaranteed. SAINT-LOUIS will nevertheless make its best efforts to satisfy you in the event of a request for one or more spare parts.

12. Limitation of liability

In no event shall SAINT-LOUIS be liable for any damage that does not result from failure by SAINT-LOUIS to fulfil any of its obligations.

13. Applicable law – Disputes

These General Terms and Conditions of Sale are governed by and interpreted in accordance with French law. In case of dispute related to the application and/or interpretation of these General Terms and Conditions of Sale, the customer has the possibility to use a conventional mediation procedure or any other alternative dispute resolution procedure. In accordance with Ordinance No. 2015-1033 of 20 August 2015 and Implementing

Decree No. 2015-1382 of 30 October 2015, and subject to article L612-2 of the French Consumer Code, any consumer conflict or dispute may be the subject of amicable settlement by mediation with the CMAP – the Centre for mediation and arbitration of Paris. To submit a dispute to the mediator, the customer can (i) complete the form on the CMAP website: www.cmap.fr – “You are: A CONSUMER” tab, (ii) send their request by normal or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, or (iii) send an e-mail to consommation@cmap.fr. Whatever means is used to call upon the CMAP, the customer’s request must contain the following elements in order to be processed promptly: his/her postal, e-mail and telephone contact details as well as the full name and address of SAINT-LOUIS, a brief statement of the facts, and proof of prior steps taken with SAINT-LOUIS.

In case of dispute related to the execution of an order, if you are a natural person final consumer, you have the possibility to use, free of charge, a conventional mediation procedure or any other alternative dispute resolution procedure. You can use the online dispute resolution service offered by the European Commission in accordance with Article 14 of Regulation (EU) No 524/2013 if you wish. This platform is available at <https://webgate.ec.europa.eu/odr/>. The use of mediation is an alternative mechanism that is not a precondition for legal action.

WITHDRAWAL FORM

For the attention of:
BOUTIQUE SAINT-LOUIS
SERVICE RETOUR VAD / MOTO

13 RUE ROYALE
75008 PARIS

I hereby notify you of my withdrawal in respect of the sale of the following item or items:

- Name(s) and reference(s) of item(s):

- Ordered on:

- Received on:

- Order/transaction no.:

Name of ordering customer:

Address of ordering customer:

Customer's signature:

Date:

Please send us a copy of your purchase invoice and this cancellation form along with your product return.