TERMS AND CONDITIONS FOR DISTANCE SELLING TO CONSUMERS LOCATED IN GERMANY

LAST UPDATED NOVEMBER 5TH, 2026

FRED PARIS, « *société anonyme* » with a shared capital of € 15.513.375, registered with the Paris Trade and Companies Register under number 582 088 159, with headquarters located at 29 rue des Pyramides, 75001 Paris VAT number FR67 582 088 159 ("FRED") manufactures and markets, directly and indirectly, items of jewelry and accessories (non-exhaustive list) worldwide, under the FRED brand.

Always seeking better ways to serve its customers, FRED decided to set up – alongside its network of boutiques distributing FRED products – a site for distance selling via the Internet at: https://www.fred.com/en_FR/home/, https://www.fred.com/fr_FR/home/ and https://www.fred.com/it_FR/home/ (the "Site"). The Site showcases a selection of FRED products. Certain products are not available for purchase online; they are clearly identified on the Site.
Detailed descriptions of the FRED products can be obtained when viewing each of them individually, while browsing the Site.

Conditions pertaining to distance selling (whether by means of the www.fred.com e-commerce site or by other means for distance selling such as email or phone) are outlined in the Terms and Conditions for Distance Selling (hereafter the "Terms and Conditions for Distance Selling"). The Site is solely intended for use by consumers within the meaning of Section 13 German Civil Code ("**BGB**"), i.e., every natural person who enters into a legal transaction for purposes that predominantly are outside such person's trade, business or profession; the same applies to other kinds of distance selling.

1 - Scope of Application

The current Terms and Conditions for Distance Selling apply to all kinds of distance selling carried out by FRED (sales on the Site and other kinds for distance selling such as by email or telephone via FRED's Customer Relationship Service). They differ from the General Terms and Conditions of Sale in Boutique. Please read them carefully.

You (the "Customer") can buy FRED products sold on the Site, only for deliveries in the following countries : Metropolitan France (including Corsica), Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (with the exception of the Canary Islands, Ceuta, and Melilla), Estonia, Finland, Greece, Hungary, Italy (with the exception of Livigno, Campione d'Italia, Republic of San Marino, and the Vatican), Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (with the exception of the Azores and Madeira), Czech Republic, Romania, Slovakia, Slovenia, Sweden.

If the Customer wishes to make a purchase with delivery in another country, we invite him/her to contact FRED's Customer Relationship Service at contact@fred.fr or +33(0)1 82 28 21 01. This service will put him/her in touch with a FRED sales advisor.

The Customer can access the applicable Terms and Conditions for Distance Selling at any moment by visiting the Site and can save them to his/her computer or print them out.

These Terms and Conditions for Distance Selling may be amended at any time. The amended Terms and Conditions for Distance Selling will take effect on the date of publication on the Site, but will not affect orders placed before that.

By ordering a FRED product from the Site, the Customer acknowledges, by ticking the "I have read and accept FRED's T&Cs" box, that he/she has taken note of the Terms and Conditions for Distance Selling in force on the day of the order – before placing his/her order – and has accepted them without restriction, this acceptance being in no way conditional on a handwritten signature from the Customer.

For other types for distance selling, placing of the order constitutes acceptance of the current Terms and Conditions for Distance Selling.

The language available for the conclusion of a purchase agreement is English.

2 - Merchant Identification

The FRED products sold on the Site or according to the other kinds for distance selling methods described above are sold to the Customer by Fred Paris, a stock corporation ("société anonyme") with a stated capital of €15,513,375 identified under number 582 088 159 RCS Paris. with its head office at 29 rue des Pyramides, 75001 Paris, intra-community VAT no. FR67 582 088 159. Tel.: +33 (0)1 82 28 21 01, email: contact@fred.fr.

3 – Orders

3.1. Procedure for Orders by email or by Telephone

The Customer may be assisted by our advisors for remote purchases on the Site, according to the following procedures:

- By sending an email to the address: contact@fred.fr; or
- by telephone at +33 (0)1 82 28 21 01 (international rate call).

The Customer will specify: the model, the size, the color, the exact reference of the product(s), the quantity and any other mention or precision relevant to the order.

For any order placed by email or telephone call, an electronic confirmation will be sent to the Customer, summarizing the details of the FRED products ordered, the total price (including details of any delivery costs), the maximum delivery time and containing these General Terms and Conditions of Distance Selling as well as the withdrawal form. A payment link valid for 24 hours will also be attached to proceed with the payment of the order. The order summary sent may be modified or corrected by the Customer. By proceeding to payment via the link attached to the order summary, the Customer confirms his acceptance of the order.

Despite all the care that FRED takes in the presentation of FRED products on the Site and in its catalogues, FRED cannot guarantee that their real appearance corresponds exactly to their appearance on the screen. FRED cannot be held responsible for any minor inaccuracies that may occur with respect to the non-essential characteristics of the FRED products, to the extent permitted by law.

The Customer can obtain further information about the FRED products he/she wishes to order by calling FRED's Customer Relationship Service at the following number: +33 (0)1 82 28 21 01 (international rate call) or by emailing the following address: contact@fred.fr.

3.2 Terms of Order on the Site

The Customer can place orders for FRED products remotely as follows.

In order to place an order on the Site, the Customer must create a customer account. In this way, when placing his/her first order, FRED will request that the Customer fills out a form containing certain compulsory fields, so that FRED can process the Customer's product selection and order. These compulsory fields are marked with an asterisk.

In the event of prolonged inactivity, it is possible that the selection of FRED products picked out and placed in the Customer's basket become unavailable. The Customer will then be invited to restart the process of selecting FRED products from the beginning. Before any order becomes final, the Customer will be given an opportunity to verify the details of his/her order and its total price on a summary page, and to correct any errors (including adding and deleting items) before confirming it. Please be aware that any order carries with it the obligation to pay. To definitively confirm an order, click on the "PAY" button.

A binding order can only be placed if the Customer agrees to the application of ther Terms and Conditions for Distance Selling pursuant to Section 1. For orders placed on the Site, a confirmation email will be sent to the Customer without undue delay, referencing his/her order number and the details of the FRED products ordered and containing the Terms and Conditions for Distance Selling and the withdrawal form. All the steps involved in the placing of an order are detailed on the Site.

In spite of FRED's best efforts regarding the presentation of the FRED products on the Site, FRED cannot guarantee that how they look in reality will exactly match how they look on screen. To the extent permitted by law, FRED will not be held responsible for any minor inaccuracies that may occur with regard to the non-essential characteristics of the products.

The Customer can obtain further information about the FRED products he/she wishes to order by calling FRED's Customer Relationship Service at the following number: +33 (0)1 82 28 21 01 (international rate call) or by emailing the following address: contact@fred.fr.

3.3 Restrictions Applied to all Kinds of Distance Selling

To place an order, the Customer must be of legal age, have legal capacity, own a bank card as listed in Section 5 and be seeking to buy products for delivery in one of the countries referred to in Section 1 regarding the www.fred.com Site or in a country in which FRED accepts deliveries regarding other types for distance selling.

By accepting these General Terms and Conditions of Distance Selling, the Customer declares that they have full legal capacity and are of legal age. As FRED cannot be held responsible for verifying the legal capacity of buyers, any Order placed by a person lacking legal capacity will be the responsibility of the Customer's legal guardians (tutors, parents, etc.), who will be responsible for honoring the price, in particular.

Orders are accepted within the limits of available stock and production capacities. In spite of FRED's best efforts to procure the products, if any or some of the FRED products ordered are no longer available, FRED will inform the Customer by telephone or email as soon as possible.

If the order is cancelled because all of the FRED products are unavailable, the Customer's order will be cancelled in its entirety and FRED will refund the entire amount paid by the Customer (the price of the FRED products and delivery charges, if applicable) by crediting the bank card used by the Customer and within fourteen (14) days of cancelling the order.

In the event of partial cancellation of the order because some of the FRED products ordered are unavailable, and unless the Customer wants to cancel his/her order in its entirety, the Customer will be sent the FRED products that are available within the agreed time frame. The remainder of their order will be cancelled, and FRED will refund the amount paid by the Customer for the FRED products that are unavailable and could not be delivered, crediting the bank card used by the Customer within 14 days of partial cancelation of the order. FRED reserves the right to refuse any order with just cause, e.g., without limitation:

- An ongoing dispute with the Customer;
- Complete or partial non-payment by the Customer for a previous order;
- Credit card has been declined;
- The order presents suspicious characteristics, such as unusual quantities and/or amounts for an end customer, in particular:
    - any order of more than 6 products, within a limit of 3 references of identical products over a period of 30 days;
    - any order placed by the same person that could be viewed as an illicit "collection" of products.

4 - Pricing on the Site

The prices of FRED products featured on the Site are provided inclusive of all taxes, at the rate applicable on the day of the order. FRED may update the prices shown on the Site at any time and without notice. The revised prices will apply only to new orders, and not to orders that have already been placed.

The prices of the FRED products featured on the Site do not include delivery charges. They are calculated depending on the delivery destination provided by the Customer and are indicated to the Customer before final validation of his/her order.

FRED pays the greatest attention to ensuring the accuracy of the prices shown on the Site.

However, should FRED make an error, it reserves the right not to supply FRED products the prices of which are clearly incorrect. In this instance, FRED will inform the Customer as soon as possible (by telephone or email), cancel the relevant order and refund the price paid by the Customer by crediting the bank card used by the Customer within a maximum period of fourteen (14) days from cancellation of the order.

5 - Payment Terms

If, for any reason whatsoever (opposition, refusal of the issuing center, etc.), the debiting of the sums owed by the Customer turns out to be impossible, the sale shall be immediately terminated, and the purchase process immediately cancelled by FRED.

5.1 Payment Terms on the Site

Payment for purchases on the Site is made by Paypal transfer or credit card only: FRED accepts cards from the CB, Visa, Eurocard/Mastercard and American Express networks issued on bank accounts domiciled in the following countries: Metropolitan France (including Corsica), Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (with the exception of the Canary Islands, Ceuta, and Melilla), Estonia, Finland, Greece, Hungary, Italy (with the exception of Livigno, Campione d'Italia, Republic of San Marino, and the Vatican), Ireland, Latvia, Lithuania, Luxembourg, Malta,

Netherlands, Poland, Portugal (with the exception of the Azores and Madeira), Czech Republic, Romania, Slovakia, Slovenia, Sweden.

At the end of the ordering process on the Site, once the Customer has validated his/her order and is obliged to pay, he/she will be redirected to the secure payment gateway of the payment provider, ADYEN (for payment by bank card) or PayPal (for payment *via* his/her PayPal account). The Customer must enter his/her bank details or PayPal account information and confirm payment. The amount charged at the time of validating the order for the full amount can at no time be considered as a deposit or instalment. Once the order is paid, the Customer will no longer be able to cancel it.

Information connected to an order (identity, postal address, payment method, telephone number) is subject to automated data processing by FRED for the purposes of providing the Customer with its online ordering service. This data is processed according to the terms laid down in Section 13 below.

Bank details are also subject to automated data processing by ADYEN, in order to determine a level of analysis for a given transaction and to combat card fraud. ADYEN and FRED are the recipients of the data connected to the Customer's order.

Purchase receipts will be sent by email to the email address specified by the Customer when placing his/her order.

5.2 Payment Terms for Sales by Telephone or email via FRED's Customer Relationship Service

In terms of sales made by telephone or email via FRED's Customer Relations Service, it is possible to pay by Visa, Mastercard or AmericanExpress credit card, exclusively via a secure link that will be sent by FRED, this payment method being available only for deliveries in mainland France – including Corsica –, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (with the exception of the Canary Islands, Ceuta, and Melilla), Estonia, Finland, Greece, Hungary, Italy (with the exception of Livigno, Campione d'Italia, Republic of San Marino and the Vatican), Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (with the exception of the Azores and Madeira), Czech Republic, Romania, Slovakia, Slovenia, Sweden, and is only available to existing Customers.

The Customer will receive a secure "Pay by Link" link that will redirect him/her to the secure payment gateway of the payment provider, ADYEN. The Customer must enter his/her credit card information and confirm payment. The amount charged at the time of validating the order for the full amount can at no time be considered as a deposit or instalment.

Information connected to an order (identity, postal address, payment method, telephone number) is subject to automated data processing by FRED for the purposes

of providing the Customer with its online ordering service. This data is processed according to the terms laid down in Section 13 below.

Bank details are also subject to automated data processing by ADYEN, in order to determine a level of analysis for a given transaction and to combat card fraud. Adyen and FRED are the recipients of these data related to the Customer's order.

Purchase receipts will be sent by email to the email address specified by the Customer when placing his/her order.

6 - Delivery

FRED products will be delivered to the address specified by the Customer when placing the order. Except in exceptional circumstances or when one or more FRED product(s) is/are unavailable, FRED products ordered together will be delivered at the same time.

Regarding products purchased on the Site, FRED delivers FRED products only to the following countries: mainland France and Corsica, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (with the exception of the Canary Islands, Ceuta, and Melilla), Estonia, Finland, Greece, Hungary, Italy (with the exception of Livigno, Campione d'Italia, Republic of San Marino, and the Vatican), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (with the exception of the Azores and Madeira), Czech Republic, Romania, Slovakia, Slovenia, Sweden.

Delivery will be made to the address specified in the order, provided that the order amount has been duly settled.

It is possible to have FRED products delivered to an individual of the Customer's choice.

Deliveries cannot be made to hotels, PO boxes or an unfixed address or abode (such as, but not limited to, mobile homes, caravans, camp sites and other unfixed addresses) or to a shared space where an individual address cannot be clearly and enduringly attributed to an individual or legal entity.

The choice of carrier will be at FRED's sole discretion.

The order will be sent by express delivery within the period specified on the Site or by FRED sales advisor in the event of sale by email or telephone. The delivery time begins as soon as the email order confirmation is sent. Every parcel contains a delivery note.

If the delivery is not made within the period specified to the Customer at the time of the order, the Customer can order FRED to make the delivery within a reasonable additional period, then request that the sale be cancelled (preferably by registered

letter with acknowledgement of receipt, or in writing in another durable medium) if FRED fails to do so within this extended deadline. This contract will be deemed as terminated when FRED receives the letter or other written notice of this cancellation, unless FRED performed said delivery in the meantime. FRED will then have to refund the Customer the entire sum paid, no later than fourteen (14) days following the date on which the contract was terminated.

The Customer is reminded that, in accordance with applicable law, the risks of loss or damage to the products are transferred from the moment the Customer takes physical possession, either personally or through a third party designated by the Customer of the product ordered, i.e., upon delivery. Therefore, without prejudice to the Customer's rights, in particular the right of withdrawal and the statutory warranties as set forth in Section 8 respectively Section 9 below, the Customer must verify the parcel and its contents on arrival and communicate any reservations and complaints that seem justified to the carrier, and even refuse the parcel if it is likely to have been opened or shows obvious signs of damage. In the event of missing or damaged products and/or parcel, SPECIFIC AND SUBSTANTIATED RESERVATIONS must be detailed on the delivery note: the number of parcels and/or products missing and/or damaged and a detailed description of any damage (open or torn packaging, spoiled or missing product, etc.).

We recommend that vague reservations, such as "*subject to unpacking*" or "*subject to inspection*" are avoided. In the absence of any specific reservations, FRED will assume that the Customer has received a delivery consistent with his/her order and in good condition, but this does not preclude the subsequent application, if applicable, of the Customer's rights including under Section 8 and Section 9 below.

Delivery charges, if any, are indicated on the Site for online sales and confirmed to the Customer before he/she places his/her order.

7 - Transfer of Ownership - Transfer of Risk

The transfer of ownership of the FRED products to the Customer only occurs after full payment.

The transfer of risk, however, as set forth in Section 6, occurs upon delivery (i.e., when the FRED products are handed over to the Customer or to the third party appointed by him/her at the delivery address given to FRED).

8 – Right of Withdrawal

Nothing in these Terms and Conditions for Distance Selling shall affect the right of the Customer to withdraw from his/her order without giving any reason in accordance with the following provisions:

8.1. Instructions on the Right of Withdrawal.

INSTRUCTIONS ON WITHDRAWAL

RIGHT OF WITHDRAWAL

YOU HAVE THE RIGHT TO WITHDRAW FROM THIS CONTRACT WITHIN 14 DAYS WITHOUT GIVING ANY REASON.

THE WITHDRAWAL PERIOD WILL EXPIRE AFTER 14 DAYS FROM THE DAY ON WHICH YOU ACQUIRE, OR A THIRD PARTY OTHER THAN THE CARRIER AND INDICATED BY YOU ACQUIRES, PHYSICAL POSSESSION OF THE LAST GOOD.

TO EXERCISE THE RIGHT OF WITHDRAWAL, YOU MUST EITHER :

- INFORM US (FRED SERVICE RELATIONS CLIENTÈLE, 29, RUE DES PYRAMIDES, 75001 PARIS, TEL.: +33 (0) 1 82 28 21 01, CONTACT@FRED.FR) OF YOUR DECISION TO WITHDRAW FROM THIS CONTRACT BY AN UNEQUIVOCAL STATEMENT (E.G. A LETTER SENT BY POST OR AN EMAIL). YOU MAY USE THE ATTACHED MODEL WITHDRAWAL FORM, BUT IT IS NOT OBLIGATORY ; OR

- VISITING THE SITE (ONLY IN CASE OF PURCHASE ON THE SITE) AND GOING TO THE "MY ACCOUNT" SECTION, THEN "MY ORDERS ", AND BY FOLLOWING THE PROCEDURE BELOW:

>> STEP 1: YOU MUST LOG IN TO YOUR ACCOUNT ;

>> STEP 2:

• IF THE ORDER HAS NOT YET BEEN SHIPPED, THE LINK “TO CANCEL YOUR ORDER, CONTACT US HERE” WILL BE DISPLAYED. BY CLICKING ON THIS LINK, YOU WILL BE REDIRECTED TO CUSTOMER RELATIONSHIP SERVICE IN ORDER TO SUBMIT YOUT CANCELLATION REQUEST.

• IF THE ORDER IS BEING SHIPPED OR IS IN THE PROCESS OF DELIVERY, THE LINK “RETURN MY ORDER” WILL BE DISPLAYED. HOWEVER, THIS LINK ONLY ALLOWS THE RETURN REQUEST TO BE INITIATED ONCE THE ORDER HAS BEEN DELIVERED. PRIOR TO SUCH DELIVERY, NO RETURN REQUEST MAY BE VALIDLY REGISTERED. ONCE THE ORDER HAS BEEN DELIVERED, YOU MAY, BY CLICKING ON THE “RETURN MY ORDER” LINK, ACCESS AN INTERFACE ENABLING YOU TO SELECT THE PRODUCT(S)

CONCERNED BY THE RETURN REQUEST. YOU MAY ALSO, IF YOU SO WISH, INDICATE A REASON FOR WITHDRAWAL.

TO MEET THE WITHDRAWAL DEADLINE, IT IS SUFFICIENT FOR YOU TO SEND YOUR COMMUNICATION CONCERNING YOUR EXERCISE OF THE RIGHT OF WITHDRAWAL BEFORE THE WITHDRAWAL PERIOD HAS EXPIRED.

EFFECTS OF WITHDRAWAL

IF YOU WITHDRAW FROM THIS CONTRACT, WE SHALL REIMBURSE TO YOU ALL PAYMENTS RECEIVED FROM YOU, INCLUDING THE COSTS OF DELIVERY (WITH THE EXCEPTION OF THE SUPPLEMENTARY COSTS RESULTING FROM YOUR CHOICE OF A TYPE OF DELIVERY OTHER THAN THE LEAST EXPENSIVE TYPE OF STANDARD DELIVERY OFFERED BY US), WITHOUT UNDUE DELAY AND IN ANY EVENT NOT LATER THAN 14 DAYS FROM THE DAY ON WHICH WE ARE INFORMED ABOUT YOUR DECISION TO WITHDRAW FROM THIS CONTRACT. WE WILL CARRY OUT SUCH REIMBURSEMENT USING THE SAME MEANS OF PAYMENT AS YOU USED FOR THE INITIAL TRANSACTION, UNLESS YOU HAVE EXPRESSLY AGREED OTHERWISE; IN ANY EVENT, YOU WILL NOT INCUR ANY FEES AS A RESULT OF SUCH REIMBURSEMENT. WE MAY WITHHOLD REIMBURSEMENT UNTIL WE HAVE RECEIVED THE GOODS BACK OR YOU HAVE SUPPLIED EVIDENCE OF HAVING SENT BACK THE GOODS, WHICHEVER IS THE EARLIEST.

YOU SHALL SEND BACK THE GOODS OR HAND THEM OVER TO FRED LOGISTIQUE WEB, 51, RUE D'ABOUKIR, 75002 PARIS WITHOUT UNDUE DELAY AND IN ANY EVENT NOT LATER THAN 14 DAYS FROM THE DAY ON WHICH YOU COMMUNICATE YOUR WITHDRAWAL FROM THIS CONTRACT TO US. THE DEADLINE IS MET IF YOU SEND BACK THE GOODS BEFORE THE PERIOD OF 14 DAYS HAS EXPIRED.

YOU SHALL BEAR THE DIRECT COST OF RETURNING THE GOODS UNLESS WE BEAR THE COSTS IN ACCORDANCE WITH SECTION 8.2 D).

YOU ARE ONLY LIABLE FOR ANY DIMINISHED VALUE OF THE GOODS RESULTING FROM THE HANDLING OTHER THAN WHAT IS NECESSARY TO ESTABLISH THE NATURE, CHARACTERISTICS AND FUNCTIONING OF THE GOODS.

8.2. Without prejudice to the instructions on the right of withdrawal set out in Section 8.1, FRED kindly asks the Customer to take note of the following and to follow the steps set out in this Section 8.2:

a) In order to avoid delays, we recommend that any declaration of withdrawal contain the relevant order number, as well as the reference of the product being returned. If the Customer notifies FRED of his/her decision to withdraw before having received the parcel, FRED will cancel the order and the parcel will not be

shipped. However, if it is not technically possible for FRED to stop the shipment of the products once the order has been confirmed, the order will then be shipped to the Customer, and the Customer undertakes, to return the relevant products within a maximum period of fourteen (14) days from the date on which FRED was informed thereof.

b) The Customer will receive an acknowledgement of receipt for his/her declaration of withdrawal via email and without delay.

c) If the Customer exercises his/her right of withdrawal, he/she must return the FRED product(s) in its/their original packaging, complete (accessories, handbook, tag, security seal affixed to the product intact etc.). Notwithstanding the foregoing, for any return of a cable following the purchase of a complete bracelet, i.e. a buckle with a cable, the Customer may keep the jewelry box and return the cable only in the packaging provided for this purpose.

   For distance sales made on the Site www.fred.com, by telephone or email, the FRED product(s) to be returned must be shipped to the following address:

   FRED Logistique WEB
   51, rue d'Aboukir
   75002 PARIS

d) In the event of exercising the right of withdrawal, the return costs may be covered by FRED only for deliveries made in the following countries: mainland France and Corsica, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (with the exception of the Canary Islands, Ceuta, and Melilla), Estonia, Finland, Greece, Hungary, Italy (with the exception of Livigno, Campione d'Italia, Republic of San Marino, and the Vatican), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal (with the exception of the Azores and Madeira), Czech Republic, Romania, Slovakia, Slovenia, Sweden.

   To benefit from this free return, the Customer will have to make a return request via his/her account on the Site for online sales in order to receive his/her prepaid carrier slip by email.

   Returned FRED products will be transported at the expense and risk of the Customer in all other cases.

e) FRED recommends that the Customer take all necessary precautions to ensure that the FRED products are correctly packaged and do not become damaged in transport.

f) FRED products manufactured according to the Customer's specifications and particular requests or clearly personalized cannot be subject to withdrawal by the Customer.

g) In the event of a partial return of FRED products, only the price of the FRED products returned will be refunded by FRED and not the delivery charges, insofar as the Customer benefited from the delivery service for the retained items and the delivery charges do not vary depending on the volume ordered.

h) FRED products that are returned damaged, those from which the security seal has been removed, or those that have been deteriorated by the Customer, or returned without complying with the above provisions will not be refunded in full.

8.3. In addition to this statutory right of withdrawal, and without prejudice to the exercise thereof, FRED offers the Customer a commercial warranty extending the German statutory right of withdrawal by a period of sixteen (16) days from the expiration of the statutory right of withdrawal. Thus, the Customer can withdraw from his/her order without giving any reason, within thirty (30) days in total from the date of delivery of the FRED products to the Customer or to the third party appointed by the Customer (with the exclusion of the carrier).
Please read Section 10 of this Terms and Conditions for Distance Selling for further information on this commercial warranty.

9 - Statutory Warranty of Conformity and Statutory Warranty Against Latent Defects

FRED products offered for sale in our FRED stores and on the Site comply with the regulations currently in force in Germany and their performance is consistent with non-professional use.

FRED products offered for sale in our FRED stores and on the Site benefit as of right and without additional payment, in accordance with statutory provisions, in particular from the statutory rights in case of defects under the conditions set out in Sections 434 et seqq. BGB, in particular the right to request repair or replacement, to rescind the agreement or to reduce the purchase price.

The period of limitation for all claims for defects is two years and starts at the time the corresponding product has been delivered to the Customer. Claims for defects, which FRED has fraudulently concealed or which are covered by a quality or durability guarantee, shall remain unaffected.

Claims for damages due to defects shall be governed by statutory law, though modified by the provisions in Section 11.

For information on exercising his/her statutory rights under the statutory warranty of conformity in case of defects, the Customer can contact FRED at this address:

FRED Service Relations Clientèle
29 rue des Pyramides
75001 Paris
Tel.: +33 (0)1 82 28 21 01

In the case of delivery, postage will be refunded based on the price charged and the return costs will be refunded on presentation of the supporting documents.

The refund will be made using Customer's original means of payment.

Any damage to the product resulting from accidents or excessive or improper use of FRED products (like knocks, drops and being crushed), normal wear and tear and ageing of FRED products and any change or damage to the FRED product resulting from any interference, repair work or dismantling via an unauthorised channel and not from a lack of conformity of the products will be excluded from the warranty.

10 - Commercial Warranty

10.1. General

In addition to the statutory warranties described above, FRED offers two commercial warranties described in this Section, and within the contract of commercial warranty available here: https://www.fred.com/en_FR/garanties/.

1- A commercial warranty extending the Belgian statutory period of withdrawal, only for distance agreements; (Section 10.2)
2- An international commercial warranty enabling them to benefit from warranty services in all countries. (Section 10.3).

For information on exercising these commercial warranties , please contact:
FRED Service Relations Clientèle
29, rue des Pyramides
75001 Paris
Tel.: +33 (0) 1 82 28 21 01

These commercial warranties are provided in addition to, and do not exclude, restrict, limit or otherwise affect any statutory warranty rights the Customer has vis-à-vis FRED under German law or the Customer's country of residence, in particular the Customer's rights regarding the statutory warranty of conformity, as set forth in Section 9 of these Terms and Conditions for Distance Selling.

10.2. Commercial Warranty – Extended Period of Withdrawal

As a consumer, the Customer has a statutory right of withdrawal of fourteen (14) days, under the conditions described in Section 8 above for contracts concluded at a distance.

As part of this commercial warranty of extension of the right of withdrawal, FRED offers an extension of sixteen (16) additional days to withdraw, from the expiration of the Customer's statutory right of withdrawal, for contracts concluded remotely.

With this commercial warranty, for distant sales, which is in addition to the right of withdrawal provided for in Section 8 above, the Customer therefore has a total of thirty (30) days from the date of delivery of the FRED products to the Customer or to the third party appointed by the Customer (with the exclusion of the carrier), to withdraw.

In order to avoid any ambiguity, the Customer is informed that this commercial warranty does not deprive him/her of the possibility to exercise his/her right of withdrawal, as described in Section 8 above.

This commercial warranty of extension of the withdrawal right applies subject to more favorable, protective, and mandatory provisions of the law of the country of residence, in which case the Customer will still benefit from a total of thirty (30) days from the date of delivery of the FRED products to the Customer or to the third party appointed by the Customer (with the exclusion of the carrier), to withdraw from the sales agreement under the conditions described hereunder.

This commercial warranty is subject to the same process as described under Section 8 of the Terms and Conditions for Distance Selling.

In order to comply with the withdrawal period under this commercial warranty, the Customer must simply communicate his/her declaration of withdrawal before the extended withdrawal period expires (thirty (30) days).

The Customer is the only one who can exercise this commercial warranty. This commercial warranty cannot therefore be exercised by the recipient of the order if he/she is not the Customer.

The product must be accompanied with the proof of purchase (note, invoice, payment confirmation).

Exclusions from the commercial warranty of extended period of withdrawal:

Customer may not benefit from the commercial warranty extending the period of withdrawal if:

- the product has been made based on Customer's specifications or clearly personalized;
- the product was unsealed by the Customer after delivery and cannot be returned for reasons of hygiene or health protection;
- the product after delivery and by its nature has been inseparably mixed with other items.

10.3. Commercial Warranty – International Repair or Replacement

This warranty benefits Customers who have purchased a FRED jewel or watch from FRED or from an authorized FRED retailer, wherever located in the world.

For information on exercising this FRED international commercial warranty, please contact:
FRED Service Relations Clientèle
29 rue des Pyramides
75001 Paris
Tel. : +33 (0)1 82 28 21 01
Email : contact@fred.fr.

Documents to be submitted in order to benefit from the FRED international commercial warranty

To benefit from the FRED international commercial warranty, the Customer must return his jewel or his/her watch to any FRED store or authorized FRED retailer. The Customer must also accompany the delivery of his/her jewel or of his/her watch with the certificate of authenticity duly completed, dated and signed at the time of purchase (with mention of the serial number of the product, except for cables) and the proof of purchase.

Customers who have purchased their jewel or their watch in a country but reside in another country must return their jewel or watch to the FRED store or authorized FRED retailer where it was purchased unless the repair or replacement can be done locally in their country of residence and the Customer can prove to the FRED shop or authorized FRED retailer in his/her country of residence that the importation into the country of residence has been done in due and proper form.

Shipping costs are at the Customer's expense and include shipping, insurance and packaging.

Duration

FRED offers to its Customers international commercial warranties for jewelries and watches purchased anywhere in the world in a FRED store or with an authorized FRED retailer against any lack of conformity for a period of two (2) years from the date of purchase. During this period, the Customer can request the repair, or if it is impossible, the replacement of his/her jewelry or his/her watch in case of lack of conformity.

At the end of the two-year period, any repair or replacement will be charged.

It is specified that for a quartz watch, the battery is only covered for the first year following the purchase, and the service covered by the warranty includes in this case: diagnosis of the movement, control of the movement, cleaning of the case and bracelet, replacement of the battery, control of the seals (and their replacement if necessary) and leakage control.

Beyond the first year, the replacement of the battery in a FRED store or an authorized retailer is charged to the Customer.

This international commercial warranty does not deprive the Customer who is a German consumer of his/her right to benefit from the warranty of conformity under Sec. 434 et seqq. BGB in case of purchase of the jewelry or watch in a FRED's store in Germany or from an authorized FRED retailer in Germany.

Services covered by the international commercial warranty

After checking the condition of the FRED jewel or watch returned by the Customer in a FRED store or to an authorized FRED retailer, and upon confirmation of the applicability of this warranty, FRED shall carry out the repair, or, if the repair is not possible, the replacement of the jewel or watch, free of charge within a reasonable time after the jewel or watch is returned.

Once the jewel or watch has been repaired or replaced, the Customer is informed that his/her jewel or watch is made available to him/her in the store where it was deposited.

In the event of repair:

- For jewels: the repaired product will be under warranty for one year (or for the remaining period of the two-year warranty, if this period is longer);
- For watches: the repair will be under warranty for one year.

In the event of replacement of the product by a new one, the new product will benefit from the two-year FRED international commercial warranty as from the date of the Customer's receipt of the replacement product.

Exclusion from the international commercial warranty

The international commercial warranty does not apply in the following cases:

- normal wear and tear or ageing of the FRED jewel or watch (including alteration of the colour of a cable);
- abnormal use of the FRED jewel or watch (examples: impacts, crushing, falls, etc.);
- failure to comply with the instructions for use and care of the FRED jewel or watch and any negligence or failure to properly maintain, supervise, transport or store the FRED jewel or watch;

- FRED jewel or watch that has been lost, stolen, or subjected to any other event beyond the control of FRED such as a fire;
- FRED jewel or watch that has undergone any transformation or intervention, repair or disassembly by an unauthorized third party (i.e., other than in a FRED store or by a repair shop approved by FRED);
- FRED jewel or watch whose serial number engraved on the product is illegible, altered or deleted (excluding cables).

11 – Liability

FRED is liable for damages based on any legal ground whatsoever in accordance with the following provisions:

11.1 FRED 's liability for damages caused by slight negligence (einfache Fahrlässigkeit) is limited to typical and foreseeable damages resulting from the breach of a material contractual obligation. A material obligation is an obligation that is required for the fulfilment of the purpose of the respective agreement and on the fulfilment of which a contractual partner regularly trusts or may trust.

11.2 The foregoing limitation of liability does not apply to (i) FRED 's liability under the German Vehicle Liability Act (Produkthaftungsgesetz), (ii) defects for which a guarantee for the quality of the Vehicle (Beschaffenheitsgarantie) was given (in that case liability will be in accordance with the terms of such guarantee), (iii) injury of life, limb or health (Verletzung von Leben, Körper oder Gesundheit), (iv) intent (Vorsatz), and (v) gross negligence (grobe Fahrlässigkeit) of an officer or executive of FRED.

11.3 In all other respects FRED's liability shall be excluded.

11.4 The above limitations of liability shall also apply to the Customer's claim for damages against FRED 's officers, executives, employees or agents.

11.5 The above limitations of liability shall apply accordingly to frustrated expenses.

12 – Complaints – Enquiries

For any information, complaint or question regarding the Terms and Conditions for Distance Selling or the FRED products themselves, the Customer can contact the Customer Relations Service at the following address, providing his/her order number where necessary:

FRED Service Relations Clientèle WEB
29, rue des Pyramides
75001 Paris
Tel.: +33 (0)1 82 28 21 01
Email: contact@fred.fr.

13- Protection of Personal Data

To find out more about FRED's practices with regards to personal data protection, you can
consult FRED's privacy policy available at https://www.fred.com/en_FR/personal-data-policy/.

In the event FRED collects the Customer's telephone number, the Customer has the right to register on the telephone solicitation opposition/ preference list (via the website http://www.bloctel.gouv.fr/ or local equivalent).

14 – Force Majeure

In the event of force majeure, such as mobilization, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances for which FRED is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on the IT system of FRED, insofar as these occur despite the observance of the usual care taken in protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including associated official authorities, legal or other measures, which temporarily prevents FRED from performing its contractual duties, FRED's obligations will be suspended, and the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period, but by fifteen (15) days at the most. FRED shall not be held responsible for the aforementioned circumstances even if they occur during an already existing default. FRED will inform the Customer of the beginning and the expected end of any force majeure event without undue delay, but the latest within seven (7) days of its occurrence. In the event that this interruption continues beyond fifteen (15) days, the Customer will have the option of cancelling his/her order and obtaining a refund under the conditions set forth in Section 8 above.

15 – Archiving and Proof of Contract

The Customer accepts that communication between the parties is made by email.

All orders are stored by FRED in accordance with legal requirements.

The Customer can access the details of their past orders by sending an email to Customer Relationship Service at the following address: contact@fred.fr.

16 – Intellectual Property

Intellectual property rights pertaining to FRED products sold on the Site are and remain the exclusive property of FRED. It reserves full rights to exploit its intellectual

property. Under these conditions, no-one is authorised to reproduce, exploit, publish or make use of the intellectual property rights for any reason, even partially, without prior written agreement from FRED. FRED's brands and logos are registered trademarks. Any unauthorised reproduction therefore constitutes an infringement.

17 – Entire Contract

The Terms and Conditions for Distance Selling, the order summary sent to the Customer and the order confirmation email form a contractual whole.

18 – Non-Waiver

The fact that one of the parties does not enforce its rights against the other party's breach of any of its obligations under these Terms and Conditions for Distance Selling cannot be construed as a waiver of this party's rights.

19 – Divisibility

If one or more stipulations of these General Terms and Conditions of Distance Selling are struck down or deemed unwritten pursuant to a law, regulation or following a final decision by a competent court, the other stipulations shall remain in full force and effect.

20 - Applicable Law - Disputes

These Terms and Conditions for Distance Selling are governed by and subject to German law. This choice of law shall not apply, however, if it has the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis of statutory provisions.

In the context of a dispute arising from an order for FRED products, the Customer should contact the Customer Relationship Service (see details in Section 10 above), failing which the Customer may use any alternative method of dispute resolution they wish, including, regarding Customers residing in the European Union, mediation by contacting (within one year as from the written claim to the Customer Relationship Service) the following mediator CMAP - 39, avenue Franklin D. Roosevelt, 75008 Paris, France www.cmap.fr which will attempt, independently and impartially, to achieve an amicable resolution of the dispute. The Customer is free to accept or to refuse the use of mediation and in the event the parties decide to have recourse to mediation, each party is free to accept or to refuse the solution put forward by the mediator. The Customer may submit his/her request to the mediator no more than one year after his/her written complaint to customer services unless agreed otherwise by the parties.

We are neither willing nor obligated to participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the German Act on Alternative Dispute Resolution in Consumer Matters ("*Verbraucherstreitbeilegungsgesetz*" or "*VSBG*").

In the absence of an amicable solution or recourse to mediation, all disputes under the Terms and Conditions for Distance Selling will be brought before the courts having jurisdiction in accordance with procedural rules which is likely to include the country of residence of the Customer.

APPENDIX

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the agreement)

To the attention of:
FRED Service Relations Clientèle
29, rue des Pyramides
75001 Paris
Tel.: +33 (0) 1 82 28 21 01
Email: contact@fred.fr.

I/We (*) hereby notify you/us (*) of my/our (*) withdrawal from the contract for the sale of the products (*) below:

Ordered on (*)/received on (*):
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only if notifying this form on paper):

Date:

(*) Delete as appropriate.