

GENERAL CONDITIONS OF DISTANCE SELLING OF FRED ITEMS *(NOT APPLICABLE TO SALES IN STORE)

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1. Introductory article

The company Chaumet Australia Pty Limited, acting for one of its brands – Fred (hereinafter referred to as “Fred”) offers Fred items for sale in Australia and New Zealand (collectively referred to as the “Markets”).

With a permanent concern to better meet the requirements of its customers, Fred wishes to create, alongside the network of stores that it operates, a distance selling service by telephone or email of certain of its products.

The list of Fred items available as part of the distance selling service may be viewed on the www.fred.com website.

The system thus set-up, which assumes an active approach by the customer, complies fully with the requirements of distance selling.

The use of the distance selling process described in these General Conditions of Distance Selling is reserved for consumers only, within the meaning that the law and case law give it, acting exclusively for their own account.

2.Scope of application

These General Conditions of Distance Selling are applicable to all sales of Fred items concluded through the Distance Selling Service implemented by Fred, for delivery to the Markets.

With regard to sales by telephone or email, any sale of Fred items through the Distance Selling Service implemented by Fred is concluded under the condition of the acceptance of these General Conditions of Distance Selling by the customer.

These General Conditions of Distance Selling may be retained by any person visiting the www.fred.com website, by means of an electronic recording and may also be reproduced by the customer by printing; these General Conditions of Distance Selling shall apply for as long as they appear on the www.fred.com website. Should, after the date of their modification or the removal of the www.fred.com website, these General

Conditions of Distance Selling remain accessible to the public via other websites or by any other means, they would however no longer be binding on Fred.

3. Identification of the author of the offer

Chaumet Australia Pty Limited (ACN 620 052 137)

A limited liability company whose registered office is at Level 4, 70 – 72 King Street, Sydney NSW 2000.

4. Information about the items

Information about all of Fred items that may be sold through the Distance Selling Service by Fred is available, with their references, in all Fred stores as well as on the www.fred.com website.

If you wish, you may contact any of our Australian boutique(s) and speak to our sales representatives to confirm prices and stock availability.

This information complies with the requirements of the legal texts and the local regulations in force.

5. Item orders

All orders will be made through one of the following boutiques during their respective opening hours.

Fred Westfield Sydney

Shop 3004, 188 Pitt Street, Westfield Shopping Centre, Sydney NSW 2000

Tel: + 612 9221 1219

E-mail: fred.westfield@fred.fr

The customer retains responsibility for the telecommunications expenses when accessing the Internet and the use of the www.fred.com website.

The photographs, graphics and descriptions of the products offered for sale are indicative only and are not binding on Fred. Customers are able to obtain additional information by contacting our sales associate by telephone or by e-mail.

In the event of an obvious error between the characteristics of the items and their representation, Fred disclaims responsibility.

The customer shall be able, prior to definitively validating his order, to check the details of his order control and its total price, and to correct any errors, before confirming it and thereby expressing his acceptance. Once the customer has validated his order, Fred shall acknowledge receipt of the latter without delay and by electronic means. However, the sale shall only be considered as final once payment of the order in full has been received. Fred shall then send the customer confirmation of the order, stating shipment of the items.

To place an order, the customer must be of legal age, have legal capacity, and be seeking to buy products for delivery in the Markets only. Orders are accepted within the limits of available stock and production capacities. In spite of Fred's best efforts, 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 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, without interest, 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 cancellation 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.

6. Price of items

The price of the items is stated in Australian dollars, including all domestic taxes (if any), unless expressly agreed otherwise when placing the order by telephone or email with our sales associate.

Costs of importing the items (foreign taxes and customs duties) are borne by the customer and the costs will be communicated to the customer.

Delivery costs are charged as follows:

For information only and subject to confirmation:

- For orders delivered within Australia, delivery costs are offered free-of-charge.
- For orders delivered outside Australia, delivery costs will be communicated on a case-by-case basis.

The price includes local tax (if any) of each of the items that the customer wishes to purchase, the carriage costs for their delivery (if these carriage costs are not borne by Fred), as well as any potential import costs, shall be communicated to the customer either during the call to Fred boutiques or by electric means.

The customer shall receive, on delivery, for each of the items, written confirmation of the price paid indicating the price of the items, the delivery costs, if applicable, borne by the customer.

7. Payment conditions

A sale is confirmed only once payment has been received by Fred. Payment of the customer's purchases is made by way of a secured payment link emailed to the customer or by bank transfer. The following network payment cards are accepted: Visa, Mastercard.

In the event that the payment is made by way of a secured payment link, the customer will receive a secure payment link that will redirect him/her to the secure payment gateway of the payment provider. 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 ordering service. This data is processed according to the terms laid down in Article 13 below.

In the event of payment by bank transfer, Fred provides to the customer by email, the bank details of Fred's account on which the transfer must be done. To that end, the customer confirms to Fred, when ordering by telephone or email, that he/she is personally the holder of the bank account used for the payment of the order. Payments by bank transfer will be subject to a longer validation time.

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

8. Delivery

Subject to the provisions of the paragraph below, the delivery of the items may be made only to the customer's permanent home or a commercial address, except by express agreement given by us, by electronic means.

The customer may also have the items delivered to a natural person of his choice as part of the Gift Service implemented by Fred.

It is understood that no delivery may be made to hotels or post-office boxes.

Delivery of the items shall be made, after payment of the total of the order has been recorded, to the customer's address. Delivery of the items ordered shall be made in Australia at the latest within 7 days from the day of following the order, subject to the payment in full of the price. For the Markets other than Australia, delivery of the items ordered shall be made at the latest within 30 days from the day of following the order, subject to the payment in full of the price.

Fred shall deliver the ordered items either by courier or by express carriage or by simple package. Alternatively, the customer may choose to pick the ordered items at the designated Fred store as communicated by Fred to the customer. Delivery times communicated by Fred shall be indicative only and in any case shall not exceed the maximum periods stated above.

If, on delivery, the external appearance of the package is not perfect, the customer shall open it in the presence of the carrier in order to check the condition of the item. In the event of damage to the item, the client shall indicate this damage exactly on the return order form and the provisions of Article 11 below shall remain applicable.

9. No refund of items

Once the customer has made the payment, no refund will be entertained as far as it is permissible under the relevant Australian law.

10. Exchange

Fred wishes to offer its customers the possibility of exchanging items delivered according to the conditions described below.

The customer may, at his choice, within 7 days from the date of receipt of the ordered item(s):

- Either make an exchange at distance. In this case, the customer may call the Fred boutique where it was purchased and shall have to return the delivered items in their original packaging, complete (boxes, accessories, protective materials, booklet, warranty) and accompanied by the duly completed return order form as well as a copy of the invoice, to the respective boutique:

Fred Westfield Sydney
Shop 3004, 188 Pitt Street, Westfield Shopping Centre, Sydney NSW 2000
Tel: +612 9221 1219

It is the customer's responsibility to keep proof of this return, which presupposes that the items must be returned using a recorded delivery service or by any other means, as agreed by Fred, providing a certain date and with the costs of return borne by the customer if it is delivered from a place outside of Australia. If it is delivered to the above boutique from a place within Australia, Fred will bear such deliver costs. Any new delivery may be made only once Fred has received the items returned by the customer.

- Or go in person to the Fred boutique where it was purchased, with the delivered items in their original packaging, complete (boxes, accessories, booklet, warranty) and a copy of the invoice in order to perform the exchange.

Regardless of the option chosen, returned items which are incomplete, damaged, spoiled, soiled or in any other condition which would reasonably leave one to think that the product has been used or worn, shall neither be refunded nor exchanged and shall be returned by post in the case of an exchange at distance.

In case of an exchange of items, the initial sale shall be rescinded. The payment of the new sale shall be made by offsetting it with the amount of the previous sale, it being

understood that the items should only be of same value or more and the difference will be settled by cards.

In the event of an exchange of items via the Distance Selling Service, the new sale shall be subject to these General Conditions of Distance Selling.

11. Compliance – Warranty

The customer must ensure that the items which have been delivered to him correspond to his order. Should the delivered items not comply with his order, the customer shall inform their respective Fred boutique by telephone or by an electronic means and return the items in question according to the conditions set out in Article 10 of these General Conditions of Distance Selling.

Notwithstanding the Fred international warranty which conditions are detailed on <https://www.fred.com/en-int/Garanties>, Fred items are subject to the warranty conditions laid down by the law.

12. Claims – Information

For any information, claim or question relating to the conditions of sale by correspondence implemented by Fred or the items themselves, customers must contact respective Fred boutique by telephone or by e-mail, stating, if relevant, information relating to their order.

Fred Westfield Sydney
fred.westfield@fred.fr
Tel: +612 9221 1219

13. Electronic files - Protection of privacy

Personal Data may be processed by Fred in the context of the execution of distance orders. Consequently, Fred will be subject to the obligations provided by the applicable regulation on the protection of Personal Data. For more information on the practices of FRED with regards to personal data protection, you can click on <https://www.fred.com/en-int/PersonalDataPolicy>.

14. Intellectual property rights

The “Fred” trademark, as well as all the figurative trademarks or otherwise and more generally all other trademarks, illustrations, images and logotypes shown on Fred items, their accessories or their packaging, whether or not they are registered, are and shall remain the exclusive property of Fred. Any total or partial reproduction, modification or use of these trademarks, illustrations, images, and logos, for any reason and on any media, without Fred’s prior and express consent, is strictly prohibited. This is also the case for any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. This shall also be the case for all copyright, designs and models and, patents which belong to Fred.

15. Force majeure

The performance by Fred of all or part of its obligations shall be suspended in the event of the occurrence of a fortuitous event or force majeure which would hamper or delay performance.

The following are regarded as such, in particular, without this list being exhaustive: war, pandemics, riots, insurrection, social unrest, strikes of all kinds and problems of supply to Fred.

Fred shall inform the customer of a fortuitous event of this kind or force majeure within seven days of its occurrence. Should this suspension continue beyond a period of fifteen days, the customer would then be able to terminate the current order, and he would

then be refunded the full price of the order item(s) in Australian dollars to his bank card used to make the subject purchase accordingly.

16. Applicable law – Language - Disputes

These General Terms and Conditions of Distance Selling are governed by and subject to the laws of Sydney, Australia. They are drafted in English. If they are translated into one or more languages, the English version shall prevail should a dispute arise.

All disputes which may arise from these General Terms and Conditions of Distance Selling that could not be settled through an amicable solution (including mediation as the case may be), shall be subject to the jurisdiction of the competent courts of Sydney, Australia.

17. Special conditions of sale of personalised items

Engraving and adjustment to size of a jewellery item.

Fred offers the personalization of certain products. The special conditions below apply to all sales of items thus personalized, concluded at distance. All provisions of the above General Conditions of Distance Selling not modified by these Special Conditions shall remain applicable.

17.1. Order Procedure

The order of personalized items is placed in accordance with the provisions of Article 5 of the above General Conditions.

By personalized items, Fred means any item that has been modified to better meet the customer's requirements. Below is a list of items frequently concerned, given for information:

- Ring on which an engraving has been made
- Ring which has been adjusted to size
- Bracelet or necklace whose length has been modified

With regard to the order of items personalized by Fred at the customer's express request, the specific conditions below apply:

The description of changes to be made to the items shall be detailed by electronic means by Fred's Distance Selling Service. Changes shall only be made once their explicit acceptance has been given by the customer by electronic means also.

17.2. Return and Exchange of Personalized items

On account of their distinct personalized character, personalized items cannot be returned, refunded or exchanged. Consequently, Article 10 of the above General Conditions does not apply to personalized items, whatever the personalization service used. Notwithstanding the foregoing, the customer continues to benefit from the guarantees laid down in Article 11 of the above General Conditions.

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