

Maison Francis Kurkdjian Paris

General Terms and Conditions of Sale

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Parfum Francis Kurkdjian, a “*société par actions simplifiée*” registered in the Paris Trade and Companies Register under the number 508343886 (thereafter “PFK”) with a capital of 113 140 euros, which registered office is located at 41 rue Etienne Marcel – 75001 Paris – France, markets through its website www.franciskurkdjian.com (the “Website”) perfumery and cosmetic products designed in the French perfumery tradition (the “Products”).

Telephone: +33 1 72 95 09 89 (cost of a local call) from Monday to Saturday from 10am to 7pm (Paris time)

Electronic contact: boutique@franciskurkdjian.com

PFK is the editor of the website www.franciskurkdjian.com.

Mr. Marc Chaya, President of MHC Holding, itself President of PFK, is the director of the publication of the Site.

Site host: DEMANDWARE, LLC-5 WALL STREET, BURLINGTON, MA 01803, USA, TÉL. : +1 781-425-1400

These General Terms and Conditions of Sale (hereinafter the “GTCS”) apply to all orders for Products placed through the Site, except for “special orders” or “customized” products, by end consumers.

It is specified that the Customer may, at any time, save or print the present GTCS by clicking the “Print/PDF” link, provided that he does not modify them and that a copy of the latter will be sent to him with the order confirmation e-mail.

PFK reserves the right to update the GTCS at any time. In the event of a change to the GTCS, the applicable GTCS are those in force at the date of the order and which are available in the order confirmation email.

Sales made through the Site are reserved for consumers (the “Customers”).

Given the prestigious nature of the Products, they are sold through a selective distribution network. Consequently, the Products may not be distributed or resold under any circumstances.

I. Availability

The Products offered to sale by PFK are those presented on the Website on the day of the consultation of the Website by the Customer, within the limits of available stocks and according to the conditions of sale, in particular prices, specified on the Website.

PFK reserves the right to modify at any time and without notice the Products presented for sale on the Website as well as the conditions of sale of the Products.

PFK takes great care in the presentation and description of the Products. However, if substantial errors or omissions appear on the Website, PFK cannot be held responsible in any way. It is understood that the photographs illustrating the Products are only indicative and do not enter the contractual field.

PFK does not guarantee the availability of the products presented on the Website. If one or more Products are unavailable after an order has been placed, PFK will notify the Customer by email or telephone as soon as possible of the unavailability of the Product(s) and the possible cancellation of the order.

In case of total cancellation of the order due to unavailability, the Customer's order will be automatically cancelled, and his bank account will not be debited. If the bank account has already been debited, PFK will reimburse the Customer within 14 days from the date of payment.

In case of partial cancellation of the order due to unavailability:

- the Customer's order will be validated and his bank account will only be debited for the amount of the Products actually shipped;
- the Customer will be informed as soon as possible, by telephone or by email, of the unavailability of the Products concerned;
- the Customer will be delivered the available Products.

In any case, PFK shall not be liable for any shortage of stock or unavailability of the Products.

Any order may be accompanied by free samples chosen by the Customer. However, if the samples requested at the time of the order are unavailable, they may be replaced by PFK.

II. Price

The GTCS applicable to the Products, in particular the pricing conditions, are those in force at the time the order is accepted.

The prices of the Products are firm. They are indicated in euros, all taxes included. PFK reserves the right, which the Customer accepts, to modify at any time and without notice the prices of the Products offered on the Website, without any other formality than to post the modifications on the Website. These modifications will not, however, affect orders that the Customer has validated before the entry into force of these modifications, subject to the availability of the Products ordered at that moment.

The prices of the Products displayed on the Website do not include shipping costs. The method and amount of shipping costs are specified during the ordering process before the Customer confirms the order. The different shipping methods are also provided for in the GTCS and may be modified at any time by PFK. The shipping costs are at the charge of the Customer or PFK depending on the country of delivery and the option chosen by the Customer, according to the following modalities:

- For metropolitan France (including Corsica): free Colissimo,

- Outside France: depending on the country concerned: free Colissimo or DHL (express) for which an additional fee will be requested from the Customer depending on the country of delivery and the DHL rates in force on the day of the order.

The price invoiced to the Customer is the price indicated on the Website at the time of the order confirmation transmitted by e-mail by PFK.

The Customer acknowledges that, depending on the country or overseas department of delivery chosen at the time of ordering, he/she may have to pay customs and/or import duties according to the legislation in force in the said country or overseas department. These costs will be added to the price of the Products indicated on the Website.

III. Terms and conditions of the order

By browsing the Website, the Customer has the possibility of becoming acquainted with the various Products offered for sale on the day of consultation of the Website.

Browsing the various pages of the Website does not commit the Customer to an order.

While browsing the Website, the Customer wishing to place an order may do so by following the procedure set up by PFK:

1. Ordering on the Website

To place an order on the Website, the Customer must be of legal age, have legal capacity and hold a credit card (Carte Bleue, Visa, Master Card, American Express, JCB, Diners club or Discover exclusively) and/or a Paypal account. It is specified that the Products are intended for the personal use of the Customer, without any direct connection with the Customer's professional activity.

In the event of an order that appears abnormal, the order may be considered null and void and will not be taken into account by PFK. An order is considered abnormal when the Customer purchases more than 6 Products of the same reference.

To validate his order, the Customer must imperatively follow the following steps:

- Step 1: Identification and selection of the Product(s)

The Customer must select one or more Products offered on the Website. On the product page, the Customer is offered to select an engraving service for a fee, which allows him/her to personalize the Product(s) with an inscription of his/her choosing.

The Customer then clicks on the "Add to cart" button, which appears next to each Product viewed.

By clicking on "Checkout," the Customer can see the items added to his/her cart and remove or add items at any time.

On the page relating to the basket, the Customer is invited, before finalizing the order, to enter a possible discount code and to choose 2 free samples (2ml size) from those proposed by PFK in the drop-down list. In case of unavailability of the requested samples, they can be replaced by PFK.

In the case of an order of more than an amount defined at the moment of the transaction, the Customer may be invited to choose an additional gift from a selection proposed by PFK.

The Customer then has the possibility of adding a gift message to the shipment.

By validating the basket (button "Proceed to Checkout"), the Customer initiates the ordering process. It is up to the Customer to check the virtual basket and to modify, if necessary, the content of this basket and/or the desired quantities for each Product.

If he/she has not already done so, the Customer must then identify him/herself on the Website using her/his email address and password or create an account if it is his/her first order. He/She may also choose to order without creating an account. These procedures require the Customer to provide full contact details (title, surname, first name, billing address, e-mail address, telephone number, date of birth), as well as delivery address. The Customer undertakes to provide accurate information about his/her identity.

The Customer is then invited to choose his/her contact preferences (email, mail, telephone, sms), to tick the box "I wish to be contacted by Maison Francis Kurkdjian by email to receive personalized information on products and services" if he/she so wishes, and to specify if the billing address is different from the shipping address by ticking the box "Use a different billing address."

The Customer is then invited to click on the "Validate the delivery address" box.

The Customer is then redirected to the "Delivery Address" stage.

- Step 2: "Delivery Address" step

The Customer is invited to edit the delivery address to modify it if necessary.

Deliveries are made according to the following procedures:

- For metropolitan France (including Corsica): free Colissimo,
- Outside France: depending on the country concerned, free Colissimo or DHL (express) for which an additional fee will be requested from the Customer depending on the country of delivery and the DHL rates in force on the day of the order.

However, the Customer acknowledges that, depending on the country or overseas department chosen for delivery at the time of ordering, he/she may have to pay customs and/or import duties according to the legislation in force in the said country or overseas department.

- Step 3: "Order Summary" step

A summary of the order will be displayed specifying the essential characteristics of the Products, the quantity and price of the Products, the delivery costs, and the total amount of the order (including delivery costs and taxes).

The Customer is invited to check the order as well as the delivery and billing address, and if necessary, rectify any errors or modify it.

The Customer is then invited to choose the method of payment, which is only possible by credit card (Carte Bleue, Visa, Master Card, American Express, JCB, Diners club or Discover exclusively) or by Paypal. Payment by cheque or cash is refused.

(i) For payment by credit card

The Customer selects the type of credit card with which he/she will make the payment (Carte Bleue, Visa, Master Card, American Express, JCB, Diners club or Discover exclusively).

Credit cards issued by banks domiciled outside France must be international cards.

The Customer must enter the credit card number, its expiry date, the name of the cardholder and the visual cryptogram corresponding to the last numbers written on the back of the credit bank. The Customer is then automatically transferred to the secure electronic payment server of CYBERSOURCE, in its capacity as PKF's secure payment provider, in order to authenticate the payment.

By making this payment, the Customer guarantees that he/she is fully entitled to use the payment card for the payment of the order and that this card gives access to sufficient funds to cover all costs resulting from this order.

By providing the credit card details, the Customer agrees that PFK may proceed with the secure transaction.

(ii) For payment via Paypal

When validating the order, if the Customer chooses the "Paypal" payment option, he/she is automatically redirected to the "Paypal" platform.

The Customer must then connect to his/her "Paypal" account via their details. If the Customer does not have a PayPal account, he/she may create one at this time. After validation of the order with "Paypal," the Customer will be redirected to the payment confirmation page of the Website.

The Customer will have to read the present GTCS which will be available by means of a hypertext link and tick the box "I have read and agreed on Terms and Conditions."

Ticking this box implies express acceptance, without reservation, by the Customer of the GTCS.

From the moment the Customer clicks on the "Proceed to payment" button, the sales contract is considered definitively concluded. As soon as the order is validated, it is sent for processing. It may only be modified or cancelled under the conditions expressly provided for in these GTCS or under the conditions required by the law in force.

The data recorded by the Website constitutes the proof of all transactions between PFK and its Customers. In the event of a dispute over a transaction carried out on the Website, the data recorded by PFK is irrefutable proof of the content of the transaction.

It is specified that the order is validated and shipped only after confirmation of the validity of the payment made by the Customer.

In the event that, for any reason whatsoever (exceeding the order limit, opposition, refusal of the issuing center to authorise payment, etc.), the debiting of the sums due by the Customer proves impossible, the order will not be recorded by PFK, which will inform the Customer immediately by email. In order to avoid fraud and to ensure that the Customer is the holder of the means of payment used, PFK reserves the right to ask the Customer for a copy of his/her identity card and credit card, for any order over €500 including VAT (excluding delivery costs).

In any event, PFK reserves the right to refuse any order from a Customer with whom there is a dispute or incident relating to the payment of a previous order or who contravenes the provisions hereof. In this case, PFK will inform the Customer by e-mail. If the Customer fails to regularize its situation with PFK, PFK reserves the right not to process the order.

PFK reserves the right to refuse any order from a Customer who clearly wishes to resell the Products for commercial purposes. In this respect, any order that appears abnormal may be considered null and void and will not be considered by PFK. An order is considered abnormal when the Customer purchases more than 6 Products of the same reference.

2. Confirmation of the order by PFK

Following validation of the payment by the Customer, an email confirming the payment is sent to the Customer at the email address provided for this purpose.

An email summarizing the order is then sent to the Customer by PFK as soon as the order is registered.

To this end, the Customer formally accepts the use of electronic mail for the confirmation by PFK of the content of its order. This email, as an acknowledgement of receipt of the order, details all the essential conditions of the order, namely:

- the order reference;
- the date and time of the order;
- the payment method;
- the identity and contact details of the Customer;
- the nature, quantity and price of the Products purchased;
- the samples chosen;
- the delivery costs and methods;
- the total amount of the order (including delivery costs);
- information relating to the identity of PFK and its contact details;
- the Customer's rights and guarantees as set out in Article VI of the GTCS and the conditions, deadlines and procedures for exercising the right of withdrawal as set out in Article V of these GTCS;
- the invoice, proof of confirmation of payment. In any event, invoices are issued at the time of delivery.

The order confirmation e-mail mentions the right of withdrawal and includes the GTCS in PDF format.

3. Shipment of the order

It is reminded that the order will only be dispatched once the method of payment has been verified and the Customer's credit card has been authorised to be debited.

In the event of unavailability of certain Products ordered (see Availability), only the price and any transport costs relating to the Products available and delivered will be debited.

The order will be processed within a maximum of thirty (30) days from the day following the day on which the Customer placed the order, subject to full payment of the price.

Once the order has been prepared, it will be sent to the postal address provided by the Customer as the delivery address when placing the order, it being specified that the address may not be a post office box, a poste restante, a non-fixed address or domicile (i.e. and without this list being exhaustive, mobile homes, caravans, campsites, and other non-fixed place of residence) or a collective place where an individual address cannot be clearly and durably attributed to a physical person.

An email is sent to the Customer to inform them of the dispatch of their order.

As the delivery is carried out by a third party service provider, the Customer is informed that PFK cannot be held responsible in any way if the non-performance or poor performance of this obligation is attributable to the Customer or to the unforeseeable or insurmountable act of a third party to the contract or to an event of force majeure.

The Products purchased will be delivered in accordance with the terms and conditions specified in articles II. and III.1 above, within the following average times: 2 to 5 working days from dispatch for France, up to 3 weeks depending on the country.

Any delay in delivery must be reported as soon as possible to the following address:
boutique@franciskurdjian.com.

Each delivery is deemed to have been made as soon as the Product(s) is (are) made available to the Customer by the carrier, as evidenced by the control system used by the carrier.

It is the Customer's responsibility to check immediately upon receipt of the Product(s) the conformity and integrity of the Product(s) shipped, as well as the condition of the packaging.

In the event of delay, breakage or shortage, the Customer must express complete and precise reservations on the delivery slip upon receipt. In any event, the Customer may only take recourse against the carrier to whom he must express his reservations. Any reservations must be confirmed by registered letter to the carrier within three (3) days of receipt.

Any such reservations must also be notified to the following address:
boutique@franciskurdjian.com.

If the order or the missing Product(s) has not been delivered after the stated delivery date, for any reason other than force majeure, the Customer should write to PFK at
boutique@franciskurdjian.com.

If the delivery is not carried out within a reasonable additional period, the Customer may cancel the contract by exercising his right of withdrawal, as described in Article V.

It is recalled that, pursuant to Article L. 216-3 of the French Consumer Code, any risk of loss or damage to the Products is transferred to the Customer at the time when the latter or a third party designated by him, and other than the carrier proposed by the professional, takes physical possession of these Products.

IV. Legal guarantee - Liability - Force Majeure/Superior Force

1. Legal Guarantee

PFK as a professional seller, guarantees that the Products are in conformity with the use that is expected of them, and do not have any hidden defects or faults making them dangerous or unfit for their normal use.

In the event that the Product(s) do not conform to the information given at the time of the presentation of the Product(s) on the Site, and in accordance with Article L.217-8 of the French Consumer Code, or if these Products have hidden defects as referred to in Article 1641 of the French Civil Code, they will be replaced or reimbursed, at the Customer's choice.

To do so, the Customer must return the Product with the defect of conformity to PFK, in its original condition, with the original labels and accompanied by the original packaging and the delivery note, by informing PFK beforehand by e-mail at the following address: boutique@franciskurdjian.com.

If the Customer does not do so, PFK will not repair or reimburse the returned defective Product(s).

In the event that the return of the defective Product(s) is well-founded, PFK will refund the defective Product and the delivery costs, within a maximum of fourteen (14) days, to the exclusion of any other compensation. In the event that the Customer's choice results in a cost that is manifestly disproportionate to the other method, PFK will proceed with the other method.

Under no circumstances may repair or refund be requested and/or made in shop when the Products have been purchased online.

Except for the above, no exchange or repair of the Product(s) is allowed.

In accordance with the provisions of article L.217-22 of the French Consumer Code, articles L.217-3, L.217-4, L.217-5 and L.217-13 of the French Consumer Code as well as article 1641 and the first paragraph of article 1648 of the French Civil Code are reproduced in full below:

Article L.217-3 of the French Consumer Code: *"The seller delivers goods that conform to the contract and is responsible for any lack of conformity existing at the time of delivery. He shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility."*

Article L.217-4 of the Consumer Code: *"The goods conform to the contract:*

1° If it is fit for the purpose usually expected of similar goods and, if applicable : - if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model; - if it has the qualities that a buyer may legitimately expect in view of the public statements made by the seller, by the producer or by his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is fit for any special purpose sought by the buyer, brought to the attention of the seller and accepted by the latter.”

Article L.217-12 of the Consumer Code: *“The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods.”*

Article L.217-13 of the Consumer Code: *“When the buyer asks the seller, during the course of the commercial guarantee granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the guarantee, any period of immobilisation of at least seven days shall be added to the duration of the guarantee that remained to run.*

This period shall run from the date of the buyer’s request for service or from the date the goods in question are made available for repair, if this is after the request for service.”

Article 1641 of the Civil Code: *“The seller is bound by the guarantee for hidden defects in the thing sold which render it unfit for the use for which it was intended, or which so diminish this use that the buyer would not have acquired it, or would only have paid a lower price for it, if he had known about them.”*

Article 1648 first paragraph of the Civil Code: *“The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.”*

In the event of receipt by the Customer of non-compliant Product(s) or Product(s) with a hidden defect, the provisions of article V below shall apply.

2. Liability

PFK is only bound by an obligation of means.

The Customer remains the sole judge of the appropriateness and suitability for his needs and consumption of the items he orders.

PFK shall not be held liable for any use of the Products that does not comply with their intended purpose.

It is reminded that the Customer, prior to placing an order, declares that he/she has full legal capacity to enter into a commitment under these GTCS. PFK can in no way be required to verify the legal capacity of its visitors and Customers of the Site. Accordingly, if a person without legal capacity were to order items from the Website, their legal guardians would assume full responsibility for that Order and would be required to pay the price.

PFK does not warrant that the Website will be available continuously, without temporary interruption, suspension, or error. Notably, PFK shall not be held liable for:

- interruptions or delays on the Website due to technical breakdowns, force majeure, the actions of third parties or any circumstances whatsoever, beyond its control;
- the impossibility for the Customer to access the Website temporarily, due to events beyond its control, such as computer breakdowns, interruptions in the telephone network, the Internet network or failure of the Customer's Internet reception equipment.

PFK shall not be liable for (i) the loss, alteration or unauthorized access to any personal data of the Customer, (ii) the accidental transmission of viruses or other harmful elements, resulting from access to the Internet or from e-mail transmissions.

Without limiting the scope of the other provisions of the GTCS, PFK shall only be liable in the event of proven fault which is exclusively attributable to it. In any event, liability shall be limited to direct damages only.

PFK reserves the right to suspend the operation of the Website.

3. Force Majeure/Superior Force

PFK shall not be held responsible for the poor execution or total or partial non-execution of its obligations, if this is due either to the Customer, or to the unforeseeable and insurmountable act of a third party to the contract, or in case of force majeure. These events constitute a cause for suspension and/or extinction of PFK's obligations towards the Customer, without compensation to the Customer.

V. Withdrawal

The Customer has a period of fourteen (14) calendar days from the date of delivery to exercise his/her right of withdrawal and request a refund of the Product(s) ordered with which he/she is not satisfied.

A form allowing the Customer to exercise his/her right of withdrawal is attached as Appendix 1 to these GTCS.

In order to exercise his/her right of withdrawal, the Customer must imperatively, within 14 days of delivery, return the withdrawal form together with the complete Product(s), in perfect condition and in their original packaging and an accompanying letter to the following address Maison Francis Kurkdjian 20 Allée des Erables – CS 41057 95913 Goussainville Cedex Cedex - France.

Any Product that is damaged, used, marked, modified or not returned in its original packaging shall not be eligible for the right of withdrawal.

In accordance with Article L.221-28 of the French Consumer Code, the above-mentioned right of withdrawal does not apply to Products made to the Customer's specifications (e.g. engraving) or clearly personalised, i.e. custom-made perfume creations or special orders.

PFK undertakes to reimburse the Customer for the totality of the sums paid, including the delivery costs, except for the return costs. The refund will be made in the same way as the order, within a maximum of 14 (fourteen) days after the exercise of the right of withdrawal by the Customer, or at the latest from the latest of the following dates: either the day PFK receives the returned products, or the day the Customer provides proof of shipment of the goods for which he/she has exercised his/her right of withdrawal, whichever is the earlier.

In the event of a partial return of Products, only the price of the returned Products will be reimbursed by PFK and not any delivery charges, provided that the Customer has benefited from the delivery service for the retained items and that the delivery charges do not change according to the volume ordered.

VI. Confidentiality and Personal Data

PFK uses all means to ensure the confidentiality and security of the data collected from the Customer through the Website.

In accordance with the French law “Informatique et Libertés” of January 6, 1978, the Customer has the right to access, modify, rectify, oppose, and delete personal data concerning him. He may exercise this right by sending his request by e-mail to: dpo@franciskurdjian.com.

All information relating to the confidentiality of personal data practiced by PFK is available in the “Privacy Policy” section of the Website.

VII. Intellectual property

1. Intellectual Property Ownership

The trademark “Maison Francis Kurkdjian,” the figurative trademark representing the monogram “FK,” all other trademarks and logos related to PFK, registered or not, displayed on the Website as well as the domain name “www.franciskurdjian.com” are the exclusive property of PFK.

The Website as a whole, as well as the elements of which it is composed (notably texts, soundtracks, software, animations, photographs, videos, illustrations, logos, and more generally any distinctive sign, etc.) constitute intellectual works protected by the provisions of the French Intellectual Property Code. The Website and its components are the exclusive property of PFK, which is the only party entitled to use the intellectual property rights and personality rights relating thereto, in particular trademarks, models, copyright and image rights.

2. Sanctions

The use of all or part of the Website, in particular by downloading, reproduction, transmission, representation or dissemination for purposes other than for the personal and private use of the Internet user for non-commercial purposes is strictly prohibited. Violation of these provisions shall subject its author to the penalties provided for both by the French Intellectual Property Code and by the French Civil Code.

3. Hypertext links

The creation of any hypertext links to any of the web pages or elements comprising the Website is prohibited, except with the prior written authorisation of PFK, which authorisation may be revoked at any time. All sites with a hypertext link to the Website or any of its components are not under the control of PFK and PFK therefore declines all responsibility (including editorial responsibility) for the access and content of these sites.

VIII. Applicable law and jurisdiction

These GTCS and the contractual relationship between PFK and the Customer shall be governed and construed in accordance with the laws of France unless local law is of public order or more favorable to the Customer. All disputes or differences that may arise in connection with or in relation to these GTCS, or in connection with the relationship between the Parties, shall be first submitted to a consumer mediator. Should no amiable settlement be reached, any disputes will be submitted to and definitively settled by the Courts of France.