

TERMS AND CONDITIONS

Date of publication: 5th of February 2024

Parfum Francis Kurkdjian Limited, a “private limited company” registered in the Companies Register for England and Wales under the number 14231531 (thereafter “**PFK**”), which registered office is located at 11-13 Old Esher Road, Hersham, Surrey, KT12 4NH, UK and Ireland market through its website www.franciskurkdjian.com (the “**Website**”) perfumery and cosmetic products designed in the French perfumery tradition (the “**Products**”).

Telephone: +800 17 77 77 78 (cost of a local call) from Monday to Saturday from 9 am to 6 pm (UK time).

Electronic contact: boutique.uk@franciskurdjian.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 “customised” 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.

Summary

Please click on the section you need to refer to:

I. [Availability](#)

II. [Price](#)

III. [Terms and conditions of the order](#)

IV. [Legal guarantee - Liability - Force Majeure/Superior Force](#)

V. [Right to Cancel](#)

VI. [Confidentiality and Personal Data](#)

VII. [Intellectual property](#)

VIII. [Applicable law and jurisdiction](#)

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 cancellation of the order.

In case of 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 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 GBP, 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 at the discretion of PFK.

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.

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 debit or a credit card (Visa, Master Card, American Express, JCB, Diners club or Discover exclusively) and/or a PayPal account and/or Amex account, and/or Apple Pay 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 personalise 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 they have not already done so, the Customer must then identify them on the Website using their email address and password or create an account if it is their first order. They 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 their identity.

The Customer is then invited to choose their contact preferences (email, mail, telephone, SMS), to tick the box “I wish to be contacted by Maison Francis Kurkdjian by email to receive personalised information on products and services” if they so wish, 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 ensured by DPD in the UK.

- 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 debit or credit card (Visa, Master Card, American Express, JCB, Diners club or Discover exclusively) or by PayPal, or AMEX or Apple Pay. Payment by cheque or cash is refused.

(i) For payment by credit card

The Customer selects the type of debit/credit card with which they will make the payment (Visa, Master Card, American Express (Amex), JCB, Diners club or Discover exclusively). Credit cards issued by banks domiciled outside the UK 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 they are 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 debit/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, they are automatically redirected to the "PayPal" platform.

The Customer must then connect to their "PayPal" account via their details. If the Customer does not have a PayPal account, they may create one at this time. After validation of the order via "PayPal," the Customer will be redirected to the payment confirmation page of the Maison Francis Kurkdjian Website.

(iii) For payment via Apple Pay

- Payment accessible by Apple computer: the Customer needs to identify with their Apple ID before proceeding to payment.
- Payment accessible by I-Phone: the Customer needs to double click the side button twice to confirm payment and if prompted, identify with Face ID or fingerprint authentication.

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 centre 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 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 order is sent to the Customer at the email address provided for this purpose.

An email summarising 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 payment has been authorised.

In the event of unavailability of certain Products ordered (see Availability), the order will be 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.

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 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.

A series of emails is sent to the Customer allowing them to track the progress of the delivery:

- Your order has been shipped
- Delivery in progress
- Your order has been delivered

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: 1 working day in England, Scotland and Wales, 2 working days in the Scottish Highlands and Islands, Northern Ireland, Isle of man, Scilly Isles.

Any delay in delivery must be reported as soon as possible to the following address: boutique.uk@franciskukdjian.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@franciskurkdjian.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@franciskurkdjian.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, any risk of loss or damage to the Products is transferred to the Customer at the time of the physical delivery of the goods to the Customer or any third party on behalf of the Customer.

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

1. Legal Guarantee

PFK is under a legal duty to supply Products that are in conformity with the Contract. The box below shows a summary of the Customer's key legal rights in relation to Products purchased on the Website. Nothing in these terms will affect the Customer's legal rights.

Summary of your key legal rights

PFK guarantees that all the Products are conform to the use for which they are expected and present no defaults or hidden defects that render them dangerous or unsuited to their normal use.

When relying on the legal guarantee of conformity, the Customer has rights:

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk where you can also find the telephone numbers for the regional areas.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get an immediate refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If the Customer wishes to exercise their legal right to reject Product(s) the Customer must post them back to PFK at the address below:

LVMH MK90 (MFK)
Chippenham Drive,
Kingston,
Milton Keynes,
MK10 0AN GB

The legal guarantee of conformity applies regardless of the commercial guarantee potentially offered to Customer.

If the Customer decides to implement the guarantee against hidden defects of the products sold, they may choose between the cancellation of the contract or a reduction of the selling price.

In the event of a lack of conformity of the Product delivered, the Customer have the possibility to return said Product to PFK, in its original condition, necessarily bearing the original labels and accompanied by the original packaging and the delivery voucher, informing PFK beforehand via the contact form available on the Website.

Failing the foregoing, PFK shall not proceed neither to the repair nor to reimbursement of the defective Product returned.

In the event that the return of the defective Product was well founded, PFK shall replace or reimburse the defective Product and the delivery costs, excluding any other compensation. Should the Customer's choice have a clearly disproportionate cost with respect to the other possibility, PFK shall proceed to the other possibility.

Under no circumstances shall repairs or replacements be requested and/or done in-store.

With the exception of the above assumptions, no replacement or repair of Product shall be accepted.

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 they have 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 unauthorised 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. Right to Cancel

According to the provisions of the Consumer Contracts Regulations 2013 (Information, Cancellation and Additional Charges for any reason whatsoever the Customer may exercise their right to cancel within thirty (30) days from the date of the Customer's receipt of the parcel. If PFK sends to the Customer multiple products from one order in separate parcels, thirty (30) days will start to run on the date the Customer receives the last parcel forming part of their order.

However, according to the above-mentioned Regulation, no return of personalised Product will be accepted by PFK unless they are damaged, or they do not correspond to the options of personalisation selected by the Customer.

To exercise their right to cancel, the Customer must make a clear statement to that effect, whether this be by telephone, email, post or using the contact us form on the Website.

PFK shall acknowledge receipt of the cancellation without delay by sending an email to the Customer. As from the exercise of the clients right to cancel, the client shall have an additional thirty (30) days period to return the Products ordered.

Unsealed, open and/or used products shall not be accepted for return for hygiene and health protection reasons.

The Customer must return the Products in perfect condition and in original packaging, unopened, so that the Products can be remarketed, following the procedure described on the delivery form attached to the parcel. The Products must be returned accompanied by the return voucher duly completed, which has been sent with the parcel and is also available on the Website.

The Customer must return the Products to the following address:

LVMH MK90 (MFK)
Chippenham Drive,
Kingston,
Milton Keynes,
MK10 0AN GB

If the above conditions are fulfilled, PFK shall reimburse to the Customer the total amount paid at the order of the returned Products, using the same manner as the payment for the order, excepted the costs of return, within a maximum period of thirty (30) days from receipt of the return voucher, or – at the latest – from the most recent of the following dates: the day on which PFK receives the returned Products, or the day on which the Customer provides PFK with proof of expedition of the Products concerned by the exercise of the Customer's right to cancel, whichever of these days occurs first.

In the event that the Customer has expressly chosen a method of delivery more expensive than the standard delivery method proposed by PFK, the additional costs shall not be reimbursed and shall be borne by the Customer.

In case of a partial return of Products, the sole price of the returned Products shall be reimbursed by PFK excluding the delivery costs, insofar as the Customer has benefited from the delivery service for the items kept and the delivery rates do not change depending on 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 Data Protection Act 2018 and the Privacy and Electronic Communications Directive (EC Directive) Regulations 2003 ("GDPR"): (b) the General Data Protection Regulation (Regulation (EU) 2016/679) 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@franciskurkdjian.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.franciskurkdjian.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 applicable law. 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 the applicable law.

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

The present General Terms and Conditions of Sale and the contractual relationship between PFK and the Customer shall be governed and construed in accordance with the laws of England and Wales. All disputes or differences that may arise in connection with or in relation to these General Terms and Conditions of Sale, 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 England and Wales.

If the Customer lives in Scotland, the client can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If the Customer lives in Northern Ireland they can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.