

# BERNARDAUD

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## **1. COMMERCIAL POLICY**

Bernardaud operates its own e-commerce business and sells items exclusively to consumers through its E-Boutique.

The term “consumers” refers to private, competent individuals of legal age who are not under guardianship or curatorship and whose purchases are not being made for business or professional reasons.

In accordance with this stated commercial policy, Bernardaud reserves the right to cancel any orders from individuals who do not meet the definition of consumer as described above or orders that do not comply with this commercial policy.

These General Conditions of Sale apply only to the offer, confirmation of orders and payment, delivery and return of items ordered by customers from Bernardaud’s E-Boutique.

By choosing to purchase items from Bernardaud’s E-Boutique, customers expressly and irrevocably accept the terms of these General Conditions of Sale.

These General Conditions of Sale take precedence over any other general conditions that have not been expressly approved by Bernardaud.

Bernardaud reserves the right to modify these General Conditions of Sale. The applicable conditions shall be those in effect at the date the consumer places the order.

## 2. TYPES OF PRODUCTS SOLD

The items available for purchase are those shown on the Bernardaud E-Boutique website.

Each item has a description written by Bernardaud which customers can access by simply clicking on the item.

While every effort has been made to ensure the item photos and descriptions are as accurate as possible, they may not be identical to the image, particularly in terms of color.

Customers shall not be entitled to compensation and Bernardaud shall in no way be held responsible for any differences or errors found, particularly technical or typographical errors.

## 3. PLACING ORDERS

### 3.1 The online ordering platform is available in English.

### 3.2 To order one or more items from the E-Boutique, customers must:

- (a) Fill out the customer e-form with the required personal information.
- (b) Fill out the e-order form.
- (c) Confirm their order after verifying the order and correcting any errors.
- (d) Choose the type of credit card they wish to use for payment.

**3.3 By confirming their order, customers accept these General Conditions of Sale, including the Privacy Policy**, and confirm they understand them and waive any right to invoke any other conditions. A hyperlink is shown during the checkout process to remind customers of these conditions.

All information provided by the customer and the saved order confirmation shall serve as proof of the transaction. The confirmation shall be equivalent to signature and acceptance of the transaction.

### 3.4 Tickets to visit the Manufacture

The Order is made:

Online on the Bernardaud website at the following address: [www.bernardaud.com](http://www.bernardaud.com)

Admission tickets may be ordered online by date and time slot only.

Sales are processed within the limits of the quotas allocated to an offer.

If the Buyer does not receive confirmation or cancellation of his/her Order by e-mail within one day, he/she should contact Customer Service by telephone +33(0)5 55 10 55 91 or by e-mail [contact\(at\)bernardaud.com](mailto:contact(at)bernardaud.com).

In accordance with the provisions of article L. 121-21-8 of the French Consumer Code, the Buyer does not benefit from the right of retraction.

Nevertheless, Bernardaud wishes to offer visitors the possibility of cancelling their visit in the event of unforeseen circumstances. Cancellations are accepted at the latest 48 hours before the date of the visit, by phone +33(0)5 55 10 55 91 or by e-mail [contact\(at\)bernardaud.com](mailto:contact(at)bernardaud.com). After this period, no refund will be accepted.

The prices of the visits are indicated in euros including all taxes.

Bernardaud reserves the right to modify the prices of the tours at any time. However, these changes will not affect the price of Orders that have already been placed.

Bernardaud reserves the right to adapt its visits' offer if all conditions are not met to offer the tour under the conditions foreseen at the time the order was placed.

In the event of cancellation of a service by Bernardaud, except in the case of force majeure as defined by the legal provisions in force, the value of the face price of the ticket paid by the Buyer to Bernardaud will be reimbursed to the interested party, within a maximum period of three months from the scheduled date of the service and upon presentation of the ticket that has not been invalidated and of the bank account details (bank account details or number of the bank card or American Express card with its expiration date). Bernardaud undertakes to respond in writing within fifteen (15) days following the date of receipt of the refund request.

The invoice in PDF format attached to the order confirmation e-mail following payment serves as a ticket.

The print-at-home ticket allows the Buyer to print the purchased tickets on a regular printer from an internet access. Each ticket is provided as a PDF file. To be valid, the ticket must be printed in portrait mode (vertical), without changing the print size on a blank white A4 sheet of paper.

mso-ascii-theme-font:minor-latin;mso-fareast-font-family:Calibri;mso-fareast-theme-font:minor-latin;mso-hansi-theme-font:minor-latin;mso-bidi-font-family:"Times New Roman";

mso-bidi-theme-font:minor-bidi;mso-ansi-language:EN-US;mso-fareast-language:

EN-US;mso-bidi-language:AR-SA" lang="EN-US">When presenting a ticket at a reduced rate,

Bernardaud reserves the right to ask the Buyer for proof of age or, for art school students, for a student card

#### **4. ORDER PROCESSING**

Bernardaud has created a three-step checkout process to give customers an opportunity to modify their order before final confirmation.

After the final confirmation, the order is considered final and returns may only be made according to the conditions outlined below.

The order form shall be stored in Bernardaud's database for the duration of order processing and in line with legal requirements. Customers may view their order by signing into their E-Boutique account.

#### **5. ORDER CONFIRMATION**

If Bernardaud is unable to ship any order within 15 working days, customers will receive a follow-up email notifying them of the expected shipping date. If the customer finds the new ship date unacceptable, they can cancel part or all of their order by replying to the email within 24 hours to specify which item(s) they no longer want.

If a customer cancels one or more items, their account will not be charged for the cancelled item(s). A follow-up email detailing the revised order will be sent to the customer.

If the customer does not respond, it shall assume be assumed that they accept the new shipping date. The order will be processed and the customer's account will be charged.

Bernardaud shall not be held liable if a product is backordered or no longer available.

Bernardaud recommends that customers keep a record of the confirmation email (either electronic or paper) as proof of their order.

## 6. SELLING PRICES

Item prices are given in US currency and exclude all applicable taxes and cost of shipping.

Shipping fees as described in Article 10 below are to be paid by the customer and are billed in addition to the cost of the product.

Item prices are subject to change at any time. The selling price given for each item corresponds to the price shown in the E-Boutique at the time of order, unless a typographical error has occurred.

Bernardaud strives to display the exact prices of products, but it may happen, in exceptional cases, that products show an erroneous price.

When this happens, Bernardaud will contact the customer and, according to the instructions of the latter, will allow the customer to confirm the order for the effective price or to cancel it.

## 7. FORMS OF PAYMENT AND BILLING

**7.1 All purchases made on the E-Boutique must be paid at the time of order.**

**7.2 Bernardaud accepts the following forms of payment:** Visa, MasterCard and American Express. The customer's credit card will only be charged when their order is processed. If certain items are unavailable, the customer will only be charged for available products, shipping fees and applicable sales tax.

(a) When ordering, customers must provide their credit card number, its expiry date and the security code as shown on their card.

(b) This information will never be used by Bernardaud for purposes other than completing customer orders, issuing refunds for returned items or notifying the relevant authorities in the event of fraudulent transactions on the E-Boutique.

(c) Bernardaud reserves the right to cancel any order or shipment if payment is refused by the customer's credit card company.

**7.3 Bernardaud reserves the right to refuse delivery or fulfilment of an order** placed by customers with outstanding balances on prior orders or with whom a payment dispute is pending.

**7.4 Bernardaud reserves the right to prosecute any customer** using or attempting to use fraudulent forms of payment.

## 8. SHIPPING CONDITIONS

Items are shipped to the address indicated by the customer at the time of order. Items may only be shipped within the delivery zone. The delivery zone comprises the entire United States.

Shipping is handled by the carrier. If the customer is not available at the time of delivery, a notice will be left on site informing them of the attempted delivery with instructions for pick-up at the carrier's location.

Delivery is considered as completed on the date the carrier attempted to deliver the package to the shipping address indicated by the customer at the time of order.

Customers should check the packaging and ensure the items are in good condition. Any issues or damage arising from shipping, such as damaged or missing items, must be noted on the delivery slip.

In the event of a damage or an error in shipment the customer must send a claim letter describing the reason for the return within fourteen (14) days from the date of delivery of the item(s).

The letter should be addressed as follows:  
Bernardaud NA, Inc.  
499 Park Avenue  
New York, NY 10022

If a claim is not made within the 14-day limit, the item(s) delivered shall be considered as being in good condition and accepted by the customer. A replacement item/s will be shipped only after receipt of the damaged or defective item/s and inspection by Bernardaud. All returns must be sent in the original packaging as delivered by the carrier.

## **9. DELIVERY TIMES**

Delivery times are estimated and depend on the availability of stock. If an item cannot be shipped by Bernardaud within the delivery times indicated at the time of order, the customer will be contacted and offered options to substitute or a refund if they so choose.

Bernardaud shall not be held liable in the event of late delivery for any reason and customers shall not be entitled to compensation from Bernardaud.

## **10. SHIPPING FEES**

Fees for shipping will be waived for all orders over \$150.00 (excluding tax). For orders under \$150.00 (excluding tax), a standard fee based on destination location will be added to the order to cover shipping costs.

## **11. RETURNS**

Upon the delivery of the customer's order, the customer is advised to check the external condition of its parcel. In case of visible damage, the customer is advised to refuse to receive the package from the carrier. Products that have been customized at the request of the customer can in no case be exchanged or refunded.

The customer is also advised to check the compliance of the products with its order. In the event that products are missing, broken or not compliant with the order, the customer is asked to contact the Customer service within seven (7) days following receipt of its order. The customer has up to fourteen (14) days to return its products.

Returns are carried out exclusively on the Bernardaud online store, be it for an exchange or for a reimbursement. Products must be returned to the following address:

Bernardaud NA, Inc.  
499 Park Avenue  
New York, NY 10022

Returns will only be accepted by Bernardaud if:

(a) Prior to any return, the customer has contacted Bernardaud by telephone at (+1 212 371 4300) or by email at (parkavenue@bernardaud.com)

(b) To return products, the customer needs to include the return form in the package, along with the invoice of its order by specifying whether the request is a request for an exchange or for a reimbursement. No return may be accepted without these two documents.

(c) The returned item(s) are not used, altered, washed and damaged

(d) The returned item(s) are in their original packaging

Bernardaud reserves the right to refuse items from a single order if returned at different times. If the return is made according to the abovementioned conditions, Bernardaud shall refund any amounts already charged to the customer upon receipt of the items (including shipping fees).

Any amounts due shall be refunded as quickly as possible and within thirty (30) days of the date the customer notifies Bernardaud of the return regardless of the form of payment used.

If the above return conditions are not met, the customer may ask Bernardaud to return the items to them, at the customer's own expense, in the same condition the items were returned to Bernardaud.

## **12. CUSTOMER SERVICE**

For questions or claims, customers may contact Bernardaud by phone at +1 212 371 4300 or email at parkavenue@bernardaud.com

## **13. RIGHT OF OWNERSHIP AND TRANSFER OF RISKS**

**BERNARDAUD RESERVES THE RIGHT OF OWNERSHIP OF THE ITEM(S) SHIPPED UNTIL FULL PAYMENT INCLUDING INTEREST IS RECIEIVED.**

Merely providing a form of payment does not constitute payment. If the customer does not fulfil their payment obligations, for any reason whatsoever, Bernardaud shall have the right to immediately recover the item(s) shipped at the customer's expense.

The abovementioned conditions shall not waive the transfer of risks of loss or damage of the item(s) to the customer. The customer shall be liable for the risks of loss or damage from the time the product(s) leave Bernardaud's premises.

## **14. FORCE MAJEURE**

Bernardaud shall not be held liable for being unable to fulfil its contractual obligations due to force majeure events, such as natural catastrophes, fire, internal or external strikes, internal or external system failures or more general external unforeseen and unavoidable circumstances that prevent the proper execution of orders.

## **15. WEBSITE USE**

All content on the Bernardaud website is and shall remain the exclusive intellectual property of Bernardaud. No individual is authorized to reproduce, exploit, redistribute or use for any reason, even partially, content from the website including software, visuals or sound.

The use of any hypertext link is strictly forbidden without Bernardaud's express prior written consent.

With regards to the online sales process, Bernardaud merely has a best-efforts obligation to provide the service. It shall not be held liable for any damage caused by the use of the internet such as lost data, hacking, virus, disrupted service or other issues beyond its control.

## **16. PERSONAL INFORMATION – PRIVACY POLICY**

Bernardaud reserves the right to collect information about customers, including through the use of cookies, and if customers agree, to share that information with third parties with which it does business.

Customers may opt out of sharing their information by informing Bernardaud at the time of order.

Customers may review these conditions in full under the Privacy Policy section. For more information about personal information processing, customers may contact Bernardaud by email at [parkavenue@bernardaud.com](mailto:parkavenue@bernardaud.com) or by letter at:

Bernardaud E-Boutique  
499 Park Avenue  
New York, NY 10022

## **17. ARCHIVING & RECORDS**

Bernardaud will archive orders and invoices using a reliable and durable system to maintain copies.

Bernardaud's electronic records shall be considered by the parties as proof of communication, orders, payments and transactions between the parties.

## **18. APPLICABLE LAW & DISPUTE RESOLUTION**

These General Conditions of Sale for the Bernardaud E-Boutique are subject to NY State law. In the event of a dispute, jurisdiction is assigned to the court of New York notwithstanding multiple respondents or third-party appeals.

RETURN FORM

BERNARDAUD thanks their customers to print, complete and return the presentform if they wish to exercise their right of withdrawal.

Attn.

BERNARDAUD, a limited company with an executive board and a supervisory board, registered in the

Limoges Trade and Companies Register under number 755 501 160, located at 19, rue Pierre Bernardaud 87000 Limoges (France) and can be reached by phone at +33 (0) 5 55 10 21 86 or by email

at contact@bernardaud.com. I, the undersigned, Mr./Mrs.\* \_\_\_\_\_ residing at

\_\_\_\_\_  
\_\_\_\_\_

notifies BERNARDAUD of my will of withdrawal concerning the following good(s):

Order # : \_\_\_\_\_

Name of the ordered good(s) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ordered on : \_\_\_\_\_

Received on : \_\_\_\_\_