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1. GENERAL PROVISIONS

BERNARDAUD has set up an online store that offers some of its products for sale.

The BERNARDAUD online store is exclusively intended for placing orders for the personal use of customers.

The term "ordeH' refers to a commitment to buy all products selected by the customer via the online store's e-commerce service.

The term "customer" refers to the non-trading individuals buying products for their personal needs or to the legal entities buying products for purposes not related to their professional activity.

Any sale intended for resale or any other commercial purpose is unauthorized.

All of the products available on the online store are for sale, subject to availability.

For any questions regarding an order, customers are welcome to contact BERNARDAUD Customer Service by clicking on the link "Contact us" or by calling + 33(0)5 55 10 21 86 from 9:30a.m. to noon and from 2:00p.m. to 6:30p.m Paris Time.

2. SCOPE

These General Conditions of Sale (hereafter the "GCS") apply to all orders made for delivery to the following countries: France - Germany - Belgium - Spain - Great Britain - Italy - Switzerland - Portugal The Netherlands - Luxembourg.

These GCS exclusively govern the offer and the acceptance of the purchase orders of products, as well as the payment, delivery and potential returns of the products ordered by the customers on the online store.

The customer expressly and irrevocably accepts the terms of these GCS when it finalizes its order.

The customer accepts that proof of acceptance of these GCS is constituted by checking the box that says "I have read and I accept the General Conditions of Sale."

The GCS applicable to the customer are those that the customer accepted at the moment of placing the order.

BERNARDAUD reserves the right to amend its GCS at any time.

The customer has the option to print, download, and keep a paper and electronic copy of these GCS.

3. PRODUCTS

3.1 Presentation and description of products

Each product comes with a description and one or several visual(s) which the customer may access by clicking directly on the product.

BERNARDAUD does everything it can so that the descriptions and visuals represent as faithfully as possible the products for sale. However, BERNARDAUD cannot assure a perfect similarity of the descriptions and visuals with the product sold, particularly with regard to colors.

The visuals and descriptions of the products may not under any circumstances incur the liability of BERNARDAUD, nor give right to any claim from the customer.

3.2 Sale price

Price

The prices and the offers indicated on the online store are valid as long as they are displayed on the site. Sales prices are expressed in the currency of the country in which the order is placed. Sale prices include all taxes and exclude shipping costs.

Potential shipping costs (article 4.5) are borne by the customer and are invoiced in addition to the sale price of the products.

Prior to finalizing an order, the customer has access to the total amount of its order, which includes the related taxes and potential shipping costs.

Price change

BERNARDAUD reserves the right to change its prices at any moment.

Any change of the value-added tax (V.A.T.) rate will be immediately reflected in the price of products sold.

Price error

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.

3.3 Product availability

BERNARDAUD strives to always fulfill its customers' orders.

However, if all or part of the products are unavailable and/or discontinued, BERNARDAUD will inform the customer as soon as possible of the opportunity to replace the product or of the option to cancel its order.

In case of cancellation, the customer is reimbursed the amount charged to its bank account within a maximum of 14 days.

3.4 Tickets to visit the Manufacture

The Order is made:

Online on the Bernardaud website at the following address: 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.

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. ORDERING AND PAYMENT TERMS

4.1 Placing an order

The customer is automatically directed to the online store of the country in which it is located.

Only orders directed to the countries covered by these GCS can be fulfilled by BERNARDAUD.

While navigating the online store, the customer reviews the products for sale and selects the product(s) it wants to order by clicking on "Add to cart."

The customer may also decide to buy additional products by clicking on "Continue shopping. " The customer may click at any time on the tab "My cart" to see the products selected.

The customer must then click on "Proceed to checkout" to finalize its order.

The customer then has the opportunity to verify and amend its order by reviewing its "Review your order", before confirming the order definitively.

4.2 Creating a customer account

To facilitate its order and future orders, the customer has the option to create a personal account.

This account will allow the customer to sign in automatically with each new order, provided that it supplies its user name and password.

All the customer needs to do is to register in the section "Create an account" by filling out the fields provided.

An e-mail confirming the creation of the personal account is then automatically sent to the customer.

The customer may amend its personal information (password, address, etc.) at any time.

4.3 Order confirmation

Once the cart has been verified and the customer's personal information provided, the customer is asked to click on "Place your order" to submit its order.

Any confirmed order becomes final and thus entails the full and complete acceptance of these GCS by the customer, which are notably reminded via a hypertext link.

An order confirmation e-mail containing the following information is then sent to the customer:

- The order number

- The order summary (designation of the product(s) ordered, quantity, price, references)
- The total price of the order
- The total shipping costs
- The billing address
- The shipping address
- The payment method and the payment status

4.4 Payment

Order payment is carried out online by credit card (Visa, Mastercard or American Express) only. The payment is secured by the financial partner of BERNARDAUD, Crédit Mutuel (3D Secure).

To proceed to payment, the customer must provide its credit card number, the date of expiration thereof, as well as the security code on the back of the card in the fields provided to these effects.

The client's bank account will be debited within a maximum of seven (7) days after order confirmation..

4.5 Shipping costs & Taxes

In France:

- For any order less than one hundred (100) euros, a fixed fee of ten (10) euros is requested from the customers to cover transportation costs.
- For orders over one hundred (100) euros, shipping costs are offered to the customers.

In Germany, Belgium, Spain, Italy, the Netherlands, Portugal and Luxembourg:

- For any order, a fixed fee of fifteen (15) euros is requested from the customers to cover transportation costs.

In Switzerland :

- For any order, a fixed fee of twenty(20) Swiss francs is requested from the customers to cover transportation costs.

In the United Kingdom :

- For any order, a fixed fee of fifteen (15) pounds sterling is requested from the customers to cover transportation costs.

For any order sent outside the European Union, customs fees may be applied in the country of destination. These customs charges are to be paid by the recipient upon arrival of the package. Following BREXIT, for all orders sent to the United Kingdom, please note that V.A.T is collected by the carrier when the parcel arrives on British soil.

4.6 Order refusal or cancellation of purchase

BERNARDAUD reserves the right to refuse an order or to cancel a purchase for reasonable ground (juste motif), in accordance with article L. 121-11 of the French Consumer Code.

Order refusals or cancellations of purchases for reasonable ground do not entail any indemnification, but entail the reimbursement of the price of the products.

Order refusals or cancellations of purchases can happen for the following reasons:

- Non-availability of products
- Impossibility to complete the order and/or the delivery (incomplete contact information or incomplete delivery address)
- Order likely to be for resale
- Erroneous sale price
- Fraudulent use of bank information

5. DELIVERY

5.1 Delivery area

Products are delivered to the address provided by the client at the time the order is placed and provided that this address is located in the countries of delivery covered by these GCS: France, Germany, Belgium, Spain, Great Britain, Italy, Switzerland, Portugal, the Netherlands and Luxembourg.

For any delivery in a country other than the above mentioned, the customer is asked to contact Customer Service at + 55 10 21 86.

5.2 Terms of delivery

The deliveries are carried out by designated carriers depending on the country of delivery.

The customer is informed by email of the date of delivery, as well as of the tracking number of its order.

The customer may at any time track the parcel via a hypertext link that allows access to the carrier's website.

BERNARDAUD strives to make deliveries within a maximum period of fifteen (15) business days.

In the event of the absence of the customer at delivery time, a delivery notification informs the customer of the procedures for storage and provision of its parcel.

In the event of an incomplete or erroneous address, the costs for redelivering the parcel shall be borne by the customer.

The customer is fully liable for the products from the receipt thereof.

5.3 Delivery problems

In the event that the parcel is lost or not delivered by the carrier, a claim must be made to the carrier.

BERNARDAUD cannot be held liable for any late delivery due to customer unavailability after several appointment proposals with the carrier.

For orders made in France and not delivered within fifteen (15) business days, the customer will be able to cancel its order by registered letter with acknowledgement of receipt.

The sale will thus be considered canceled upon receiving the registered letter, provided that the delivery did not take place before the letter was received.

6. PRODUCT RETURN PROCEDURE

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 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, Boutique en ligne
19, rue Pierre Bernardaud
87000 Limoges
FRANCE

All products returned by the customer must be intact and in their original packaging.

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.

The costs of return shall be borne by the customer.

BERNARDAUD reserves the right to refuse to exchange or reimburse the returned product(s) in case of visible damage/impairment to the product(s). Products that have been customized at the request of the customer can in no case be exchanged or refunded.

BERNARDAUD shall reimburse to the client's bank account the sums paid - including shipping fees - within fourteen (14) days following the receipt of the returned products.

7. RIGHT OF WITHDRAWAL

In accordance with article L.222-7 of the French Consumer Code, the customer has (14) full calendar days from receipt of the order to exercise its right of withdrawal (droit de rétractation) and send back the products.

Any claim brought after this period cannot be accepted by BERNARDAUD.

The conditions for return, in the case of withdrawal, are the same as those provided in article 5.

8. PRODUCT WARRANTY

The products sold are in conformity with the normal use to be expected of them. BERNARDAUD guarantees the client against any defect or hidden defect rendering the product unfit for normal use.

The products for sale on the online store benefit from the legal guarantee of conformity in the conditions provided in articles L.217-4 to L.217-13 of the French Consumer Code and from the guarantee against hidden defects as defined in articles 1641 to 1649 of the French Civil Code.

In the case of non-conforming or defective products, the customers can return them within the conditions provided for in article 5, provided that they have contacted Customer service by calling the following number: +33 (0) 5 55 10 21 86.

9. INTELLECTUAL PROPERTY RIGHTS

BERNARDAUD is the exclusive owner of the intellectual property rights relating to trademarks, names, models, illustrations, logos mentioned or appearing on the website www.bernardaud.com.

Any reproduction, use, exploitation, dissemination, whether partial or in total, of said trademarks, names, models, illustrations, logos appearing on the online store is strictly prohibited without prior written authorization from BERNARDAUD.

Only the reproduction or use of all or part of these elements is authorized for exclusive information purposes for personal and private use.

Any other use constitutes an act of infringement.

10. PERSONAL DATA

The personal information provided by customers is used by BERNARDAUD for the purpose of ensuring the management, execution and delivery of the orders.

Personal data concerning customers will be treated with the utmost confidentiality by BERNARDAUD, which undertakes not to transmit them to its commercial partners.

The processing of personal information relating to customers has been the subject of a declaration by the French National Commission for Data Protection and Liberties (CNIL) under number 2014534v0, in accordance with the French Data Protection Act ("Loi Informatique et Libertés") number 78-17 on 6 January 1978, amended by law and number 2004-801 of 6 August 2004.

Customers have a right to access, modify, rectify and delete data concerning them.

11. FORCE MAJEURE

The performance by BERNARDAUD of all or part of its obligations will be suspended in the event of a fortuitous intervention or of force majeure that impedes or delays the performance of said obligations. As a result, BERNARDAUD's liability may not be incurred in the event of a breach of its contractual obligations.

The following events are considered to be cases of force majeure or fortuitous intervention, without this list being limiting: war, riots, uprising, social unrest, natural disasters, fire, internal or external strikes, internal or external breakdowns or failures, and, generally, any exterior, unforeseeable and unavoidable event that does not allow the proper execution of the orders.

12. CUSTOMER SERVICE

For any information or claim, customers can contact BERNARDAUD Customer Service by telephone at +33

(0) 5 55 10 21 86 or by email at contact@bernardaud.com.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing law

These GCS are governed and interpreted in compliance with French law.

13.2 Dispute resolution

If one or more provisions of these GCS is(are) deemed invalid, void or inapplicable for any reasons whatsoever, that provision will be deemed severable from the rest of the GCS and will not affect the validity and the applicability of the other provisions.

In the event of any dispute arising out of the application or the interpretation of these GCS and the consequences thereof, the customer undertakes to seek an amicable solution prior to any legal action.

As the case may be, any dispute shall be submitted to the exclusive jurisdiction of the French Courts.

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 : _____