

GENERAL TERMS OF SALE ON WEBSITE WWW.BACCARATBOUTIQUEVIRTUELLE.FR

IN OUR STORES - CONCESSIONS DEPARTMENT STORES IN FRANCE, CORSICA, AND MONACO.

BACCARAT, French public limited company with a capital of €16,184,500, registered on the Nancy Trade and Companies Register under the number 760 800 060 the registered office of which is at 20, rue des Cristalleries – BP 31, Baccarat (54120) – FRANCE, and its commercial headquarters are located at 11, Place des Etats-Unis, Paris (75116). Telephone number: +33 1.40.22.11.00. Fax number: +33 1.40.22.11.93. Intracommunity VAT n° FR 86760800060, e-mail address baccarat_eu@baccarat.fr, (hereafter called "Baccarat") wished to formalize the terms and conditions for the sale of its products to its Customers via its the Website www.baccaratboutiquevirtuelle.fr (hereafter the "Website"), in these General Terms of Sale.

Introduction

Baccarat manufactures very high-quality products which it sells worldwide under the "BACCARAT" trademarks.

To do this it has specific and reputed traditional craftsmanship, know-how and skills.

Baccarat sells the above-mentioned Products on the web site www.baccaratboutiquevirtuelle.fr.

The list of Products which Baccarat offers on site www.baccaratboutiquevirtuelle.fr can also be consulted on the Website www.baccarat.fr.

The Customer and Baccarat agree that their dealings will be governed exclusively by these General Terms of Sale, to the exclusion of any other terms of sale which may have been previously consulted on Baccarat's Website.

Pursuant to articles 1369-1 and 1369-4 of the French Civil Code, these General Terms of Sale can be conserved by backing up on a computer and/or reproduced by the Customer printing them.

Baccarat reserves the right to modify these General Terms of Sale at any time by publishing a new version of them on the website www.baccaratboutiquevirtuelle.fr. The applicable terms of sale are those in force on the date the Validation of the Order is confirmed.

Article 1. - Definitions

The terms and expressions mentioned below will, when they begin with a capital letter, have the following definitions for the interpretation and performance of these General Terms of Sale:

"Article" or "Product": the Product or Products which are the subject of the Order.

"Store" : Baccarat store offering for sale a selection of products via the Website www.baccaratboutiquevirtuelle.fr.

"Concessions Department store" : Baccarat store located in a concession/department store and offering for sale a selection of products via the Website www.baccaratboutiquevirtuelle.fr.

"Order": order for Products by the Customer to Baccarat.

"General Terms of Sale": the general terms of sale which are the subject of this document.

"Delivery": shipping the Article to the Customer.

"Delivery Time»: the time between the date of the Validation of the Order and the date the Order is delivered to the Customer.

"Delivery Costs»: costs incurred by Baccarat to package and forward the Order to the delivery address given by the Customer.

"Method of Delivery»: means any standard or express method of delivery available on the Website at the time of the Order.

"Wishlist" : wishlist selected by the client on the Website www.baccaratboutiquevirtuelle.fr It is automatically sent to the store selected by the client to prepare the Order;

"Price»: the unit value of a Product; this value is given in euros inclusive of VAT, but exclusive of Delivery Costs.

"Total Price»: the total value of products selected to which the price of the Delivery Costs is added. This price is given in euros, inclusive of VAT.

"Website" :website www.baccaratboutiquevirtuelle.fr used by Baccarat to sell a selection of its Products ;

"Territory»: has the meaning given in Article 3.

"Validation of the Order»: has the meaning given in Article 5.

"Online Sale" : sale of Baccarat Products on the website www.baccaratboutiquevirtuelle.fr ;

Any reference to the singular includes the plural and vice versa. Any reference to a gender includes the other gender.

Article 2. - Purpose

The purpose of these General Terms of Sale is to define Baccarat's and the Customer's rights and obligations within the scope of www.baccaratboutiquevirtuelle.fr in which Baccarat offers its products for sale to the Customer.

Article 3. - Field of application

These General Terms of Sale are reserved for customers, as defined by statute and case law, acting exclusively on their own behalf.

In accordance with articles L. 111-1 et seq of the Consumption Code, the essential characteristics, and the prices of Products sold electronically are available on the Site.

The Customer also receives the information stipulated in articles L. 121-8 and L. 121-11 of the Consumption Code before and after the conclusion of the sale, and notably through these General Terms of Sale.

These General Terms of Sale apply to all sales of products made by Baccarat via the Website www.baccaratboutiquevirtuelle.fr.

The Customer states that he or she read General Terms of Sale before the Validation of the Order within the meaning of article 5. The Validation of the Order is therefore valid acceptance of these General Terms of Sale, without restriction or reserve.

These General Terms of Sale apply to Orders placed for delivery in metropolitan France, Corsica, and Monaco.

Article 4. - Coming into force and Duration

These General Terms of Sale apply to the Customer and Baccarat from the date of the Validation of the Order, as stipulated in Article 5.

These General Terms of Sale apply for the period required to supply the Products, up until the end of the guarantees and obligations owed by Baccarat.

Article 5. - Ordering Products and steps in concluding the Online Sale

The Customer must follow the following steps to place his Order:

1. Access the Website via a specific link : www.baccaratboutiquevirtuelle.fr
2. Take note of the Baccarat Privacy and Security policy <https://www.baccaratboutiquevirtuelle.fr/cgd.pdf>
3. Select the Products with a click to add them to the Wishlist (adapt quantity if necessary)
4. Complete the Order form with Products in wish list: last name/name/telephone number/email address/ delivery address/ preferred store/ preferred time slot for a call from the store

5. Select "send the Wishlist" to be contacted by the store and finalize the order. Ability to choose a specific time slot for the call

6. The store contact the customer by phone to finalize the order and answer to all queries.

Once order is completed, an email is sent to customer to confirm the order, total price, and payment method.

This email will confirm the order and be considered as customer accepts the General Terms of Sale" (the " Confirmation of the Order").

Baccarat's information registers will be proof of all the transactions between the Customer and Baccarat on the Website www.baccaratboutiquevirtuelle.fr. The data relating to orders is archived on a reliable and durable medium which can be produced as evidence.

7. A link in the email will allow client to follow the instructions for online payment server in order to pay the Total Price. Secured payment will be possible by Visa, Master card and American express.

8. Baccarat uses the secure 3-D Secure payment system which authenticates transactions by Customers. 3 D Secure is a program created by the international Visa (Verified by Visa) and MasterCard (Mastercard Secure Code) issuers to reinforce the security of online payments. Customers must authenticate themselves when making a payment by bank card, by entering an item of personal information or a single use code transmitted to you by your bank.

9. After the cards' data has been checked, when the debit authorization is received from the company which issues the Customer's bank card; the Customer's bank account will be debited.

10. The Customer receives an electronic confirmation that the Order has been shipped or is ready for pick-up in store (based on Covid-19 sanitary rules). If the Order is shipped the Store will share the tracking number.

11. The invoice will be sent in a separate email by the store

All Orders placed on the Site www.baccaratboutiquevirtuelle.fr are exclusively intended for the Customer's personal use. The Customer or recipient of the Products are therefore prohibited from totally or partially reselling the Products ordered.

Delivery will be made to the delivery address given by the Customer when ordering.

The Customer undertakes to respect these General Terms of Sale when the different steps of the Order mentioned above are being performed.

In compliance with article L. 121-11 of the Consumer Code, Baccarat reserves the right to refuse an order for any legitimate reason.

Article 6. - Price of the Products and Terms of Validity

The Price of the Products sold on www.baccaratboutiquevirtuelle.fr is indicated respectively by article and reference apart from typographical errors. These Prices are inclusive of the VAT applicable on the day of the Order but do not include the delivery costs which could be invoiced in addition, and which will be detailed to the Customer on the Validation of the Order.

The price to pay at the time of the Validation of the Order is the Total Price.

The offers of Products and Price are valid whilst they are displayed on the Website www.baccaratboutiquevirtuelle.fr and within the limits of stocks available.

Baccarat reserves the right to change the Products and the prices of the Products offered on the Website www.baccaratboutiquevirtuelle.fr without notice at any time. The Products offered for sale and their corresponding prices will be those in force when the Order is placed and accepted by the Customer by validating the Order.

The Customer is hereby informed that for technical reasons, the photographs and illustrations of the products featured on the site may not fully reflect the product's actual appearance (color, size, reflection...). The Customer is invited to refer to the description of each Product to ascertain its characteristics.

The Customer is exclusively responsible for paying the telecommunication costs when accessing the Website www.baccaratboutiquevirtuelle.fr.

Article 7. - Payment terms

7.1. The Total Price is paid by the Customer by one of the following means of payment: VISA, MASTERCARD or AMERICAN EXPRESS.

Payments by cheque and bank transfer are not accepted.

The customer, by communicating his or her bank card information, authorizes Baccarat to debit the Total Price from the bank card.

The Customer gives his or her bank advance authorization to debit the entries or statements transmitted by the payment module from his or her account, even in the absence of invoice signed by the cardholder. The Products ordered remain Baccarat's property until Baccarat has received the whole of the price.

If it is impossible to debit the Total Price, the Customer is asked to repeat the payment process. If the impossibility of debiting the Total Price is confirmed, the Online Sale will be immediately rescinded, and the Order cancelled.

Baccarat will do its utmost to guarantee the confidentiality and security of the data transmitted on the Website www.baccaratboutiquevirtuelle.fr.

In order to fight Internet fraud an online control is performed of the competent banking institutions and organizations concerning online payments. Baccarat does not collect or conserve the information on the Customer's bank cards.

The payment data is the subject of automated data-processing which is separate from Baccarat's data-processing. The purpose of this automated data-processing is to define a level of analysis for a transaction and to fight bank card fraud.

An unpaid resulting from fraudulent use of a bank card will result in the information relating to the Order associated with the unpaid being registered in a payment incident file kept by a third party. An abnormal declaration or an anomaly can also be the subject of specific processing.

The Customer has the same rights vis-à-vis the third parties mentioned above, as those granted by Baccarat relating to data processing (Baccarat's Confidentiality Policy). The Customer can enforce them by contacting Baccarat's Data Protection Correspondent at the following email address : correspondant-CNIL@baccarat.fr or by letter : Contact CNIL Baccarat, 11, place des Etats-Unis – 75116 PARIS, who will pass on the information to the third party concerned.

Article 8. - Delivery of the Order

8.1. Delivery Method

Baccarat offers standard delivery (3 to 7 working days) for all Orders shipped to France, Corsica, Monaco.

The store can suggest other Delivery Methods to the Client when the Order is placed (express 24h; specific deliveries...)

The Delivery Times apply in condition of a payment via specific platform as mentioned in Article 5.

The Customer is always informed of the amount of the Delivery Costs before the validation of the Order if he chooses a specific Delivery Methods (different from Standard delivery).

The Delivery Times for other methods will be confirmed by the Store by email or phone call before confirmation and payment of the Order.

8.2. Address for delivery

The Customer gives a delivery address which must be located on the Territory, otherwise the Order will be refused. The Customer is exclusively liable for non-delivery due to a lack of information given during the Order.

8.3. Late delivery

Baccarat is considered to have respected the time limits if the Order is first presented at the address given by the Customer within the time limits indicated by the Customer.

The Order is not automatically cancelled by late delivery.

Baccarat will inform the Customer by e-mail if delivery will be after the Delivery Period for the Delivery Method chosen by the Customer. Customers can then decide whether to cancel the Order and send a cancellation notice by email to their contact from Baccarat Store.

If the Order has not been sent when Baccarat receives the Customer's cancellation notice, the delivery is blocked and the Customer is immediately refunded any sums debited, and at the latest, within 14 (fourteen) calendar days following the date on which the Client informed Baccarat that they wanted the order to be cancelled due to the delay indicated.

If the Order has already been shipped, upon receipt by Baccarat of the Customer's cancellation notice, the Customer may still cancel the Order by refusing the package when the Order is presented by the carrier or by returning without delay to Baccarat the Order in its original unopened packaging.

Baccarat will then reimburse the sums debited and the return costs paid by the Customer (proof to be sent to customer service) within 14 (fourteen) days of receipt of the return of the refused package, complete and in its original condition.

8.4. Follow up of the Order

The Customer can monitor the processing of the Order by using the tracking link sent by the Store.

8.5. Checking the Order on its arrival

The Client, if he can, must check the condition of the packaging, as well as the Articles on Delivery.

The Customer can issue reserves and make the claims he considers necessary or even refuse the parcel, especially if it is obviously damaged on arrival. The said reserves and claims must be sent to the carrier within ten working days, not including bank holidays, following the Delivery Date of the Products.

The Customer can also send a copy of this letter to Baccarat.

Article 9. - Right of withdrawal

The Customer is entitled to withdraw from the present contract of sale with no reason given and within fourteen days.

The withdrawal period expires fourteen days from the day the Customer, or a third party other than a transporter appointed by the Customer, takes physical possession of the article.

To exercise his right of withdrawal the Customer should notify the address from which he placed the Order (address on the confirmation of order) of his decision to withdraw from the present contract of sale by means of a declaration that is clear and unambiguous (e.g. a letter posted by mail, a fax or an email). He may use the withdrawal form template, but its use is not mandatory.

In order to respect the withdrawal period, the Customer simply send off his notice pertaining to the exercising of the right of withdrawal before the withdrawal period expires.

Effects of withdrawal

In the event of withdrawal from this contract, we will refund the Customer for all payments received from him, including delivery charges (except for additional charges arising from your having chosen, as the case may be, a delivery method other than the less expensive standard delivery method offered by us) without undue delay and, in any event, no later than fourteen days from the day we are informed of his decision to withdraw. We will refund using the same means of payment as the Customer used for the original transaction, unless he expressly agrees to a different method; in any event, this refund will not incur any cost for the Customer. We may defer the refund until we have received the article or until the Customer have provided proof of shipment of the article, whichever comes earlier.

The customer must send back or return the article without undue delay and, in any event, no later than fourteen days after he as informed the Store of his decision to withdraw from this contract. This deadline is deemed to have been met if the Customer returns the article before the expiry of the fourteen-day deadline.

The Customer will be required to bear the direct costs of returning the article.

The Customer liability will be engaged only for any impairment to the article resulting from handling other than that necessary to establish the nature, characteristics and proper functioning thereof.

WITHDRAWAL FORM TEMPLATE

(Please complete and return the present form only if you wish to withdraw from the contract.)

For the attention of :

Baccarat

Adresse de la boutique

I hereby give notice of my wish to withdraw from the contract of sale pertaining to the article(s) hereinbelow:

Reference:

Designation:

Quantity:

Ordered (date):

Received (date):

Customer's name and address:

Customer's email address and number:

Date and signature:

Article 10. – Claims - Information

For any information, complaint or question concerning these General Terms of Sale or the Product itself, the Customer must contact the Store from which he placed the Order and, if necessary, giving the reference and date of the Order.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, Baccarat adheres to the service of the CMAP e-commerce mediator whose contact details are as follows: 39 Avenue Franklin Delano Roosevelt, 75008 Paris - <https://www.cmap.fr>.

Article 11. – Guarantees

11.1. Statutory guarantees

Baccarat is subject to the statutory guarantees in articles L. 211-4, L. 211-5, L. 211-12 and L.211-13 of the Consumption Code and articles 1641 and 1648 sub-paragraph 1^{er} of the Civil Code :

Article L.211-4:

Baccarat must deliver a Product which conforms with the contract and is liable for the defects in conformity which exist when the Product is delivered.

It is also liable for defects in conformity due to the packaging, assembly or mounting instructions if it is responsible for them under the contract or these actions are performed under its liability.

Article L.211-5:

To conform to the contract, the Product must be:

1° fit for the use which is usually expected of a similar product and if necessary:

- correspond to the description given by Baccarat and possess the qualities presented to the purchaser either in the form of a sample or model by Baccarat.

- or have the qualities which a purchaser can reasonably expect given the public statements made by Baccarat, the producer or by its representative, notably in advertising or on the labelling.

2° Or have the characteristics defined by the parties by mutual agreement or are fit for any special purpose required by the purchaser which Baccarat was informed of and accepted.

Article L. 211-12:

A legal claim for a defect in conformity is time-barred two years from the delivery of Product.

Article L. 211-13:

This section does not prevent the purchaser from making a claim for redhibitory defects pursuant to articles 1641 to 1649 of the Civil Code, or any other action of a contractual or extracontractual nature the purchaser is entitled to bring by law.

Article 1641:

Baccarat is bound by the guarantee for concealed defects in the sold article rendering it unfit for its intended purpose, or which limit this use to such an extent that the purchaser would not have acquired it or would only have acquired it at a lesser price if he or she had known of them.

Article 1648 sub-paragraph 1:

The purchaser must make the claim for redhibitory defects within two years of discovering the defect.

11.2. Commercial guarantees

11.2.1. Return – Exchange

Apart from the statutory guarantees, Baccarat wishes to offer its customers the possibility of exchanging the Articles delivered under the terms described below.

For all Orders placed website www.baccaratboutiquevirtuelle.fr (excluding Stores in Department store), the Customer and under certain conditions the recipient of a gift purchased by the customer, can make an exchange at their discretion within 3 months following the date of delivery.

In these circumstances, the Customer or the recipient of a gift can return to the list of “BACCARAT” below the Articles delivered in their original packaging, complete (accessories, instructions etc.) with a copy of the invoice:

List of BACCARAT stores allowing exchange:

2, rue des Cristalleries 54120 – BACCARAT
5, cours de l'Intendance 33000 – BORDEAUX
1-3, rue de la Bourse 59000 – LILLE
2, rue des Dominicains 54000 – NANCY
11, place des Etats-Unis 75116 – PARIS
79 Rue du Faubourg Saint-Honoré, 75008 – PARIS
44, rue des Hallebardes 67000 – STRASBOURG
19, rue Croix Baragnon 31000 – TOULOUSE

All « BACCARAT » Stores listed above do not offer refunds for Articles purchased.

If the value of the replacement Article(s) is higher than the value of the returned Article(s), the Customer or the recipient of the gift must pay the difference in price.

If the value of the replacement Article(s) is lower than the value of the returned Article(s), the Customer will receive a credit note for the difference in price which can be used in the shops listed above within 12 months.

Regardless of the option chosen, Orders returned incomplete, spoiled, damaged, or deteriorated or by the Customer or the recipient of a gift will not be exchangeable and will be returned immediately to the Customer or the recipient of a gift.

Only one exchange per Order and per reference is possible.

For all the Orders completed with Baccarat Department stores, the Department Stores rules and procedures will prevail. The Customer and under certain conditions the recipient of a gift purchased by the customer, can make an exchange at their discretion within 1 months following the date of delivery.

List of « BACCARAT » department stores/concessions allowing exchange

42 Place de la République, 69002 – LYON – PRINTEMPS

24 rue de Sèvres, 75007 – PARIS – LE BON MARCHE

35 Boulevard Haussmann, 75009- PARIS - GALERIES LAFAYETTE HAUSSMAN MAISON

61 rue Caumartin, 75009 – PARIS – PRINTEMPS HAUSSMANN MAISON

64 boulevard Haussmann, 75009 – PARIS – PRINTEMPS HAUSSMANN BIJOUX

2 Avenue Charles de Gaulles, 78150 – LE CHESNAY – PRINTEMPS PARLY 2

11.2.2. Repair

Apart from the special cases covered by the statutory guarantees mentioned above, Baccarat will provide a paying repair service to its customers and recipients of gifts.

The Customer or the recipient of a Baccarat gift can contact the Customer Department on the following number: + 33

1.40.22.14.14 to obtain this service or for further information or make enquiries at one of the shops listed above.