

## CONDITIONS OF SALE

Cartier e-boutique & Client Relations Center

Last updated: March 2021

We may make changes from time to time to these Conditions of Sale so please check back regularly to keep informed of updates. The latest version of these Conditions of Sale will always be available on the Platforms. Any new version of these Conditions of Sale shall take effect immediately upon the date of posting and will govern any orders of products or services made as from that date. Any changes to the Conditions of Sale made after you have placed an order will not affect that order and your relationship with us, except as may be required by applicable law.

## ABOUT CARTIER AND THESE CONDITIONS OF SALE

These Conditions of Sale apply to any sales of Cartier products or services that you may order from our Selling Entity (as defined below), using this [website](#) and any associated mobile or digital applications that refer to these Conditions of Sale (together, the “Platforms”) or by telephone via our client relations center (the “Client Relations Center”).

RLG Europe BV, Amsterdam (NL), Swiss Branch, Villars-sur-Glâne, has its registered offices at 9 Route des Biches, CH-1752 Villars-sur-Glâne 2, Switzerland (the “Selling Entity”, “Cartier”, “we”, “us” and “our”). Our VAT number is CHE-114.784.839.

The Selling Entity is an affiliate of Cartier International AG, which owns and edits the Platforms pursuant to the [Terms of Use](#), and Cartier SA, which is responsible for our information collection practices pursuant to the terms of the [Privacy Policy](#), and the [Cookie Policy](#). By placing an order, you agree to be bound by the Terms of Use, [Privacy Policy](#), [Cookie Policy](#), and the [Returns and Exchanges Policy](#), the terms of which are incorporated into these Conditions of Sale. For further information on our returns policy, please see our [Returns and Exchanges Policy](#).

**Please read these Conditions of Sale carefully. These Conditions of Sale are applicable to any order placed through the Platforms or Client Relations Center (together with the “Sales Channels”). Please note that before placing an order for products or services, you will be asked to agree to these Conditions of Sale. If you do not agree to these Conditions of Sale, then you will not be able to order any products or services through the Sales Channels. Sales concluded through physical points of sale (such as our retail boutiques) or third parties (such as authorized retailers) are not subject to these Conditions of Sale.**

## PURCHASING ELIGIBILITY

Only individuals (and not legal entities) who (a) have reached the age of legal majority required to enter into contracts (eighteen in most countries); (b) have legal capacity to enter into contracts; and (c) use a shipping address in the country or countries that we ship to as specified by the Sales Channels, may order products through the Sales Channels. If you are under the age of legal majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian

majority of otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and they will be asked to agree to these Conditions of Sale.

By placing an order through the Sales Channels, you represent and warrant that you are a bona fide end-user customer purchasing for your own or another's personal use and will not deliver, sell or otherwise distribute our products or purchase our products or services for commercial purposes.

## PRODUCT AVAILABILITY & QUANTITY

All orders placed through the Sales Channels are subject to availability and acceptance of such orders by us. Products shown on the Platforms, which cannot be added to the shopping bag, are not available for sale via the Platforms. The Client Relations Center can provide more information as regards these products. For information about the order process, please refer to our [Order Process](#) section below.

Quantity limits may apply in relation to orders for certain products. We reserve the right to refuse at any moment in time, without prior notice, orders exceeding a certain number of authorized products.

## ACCOUNT REGISTRATION & GUEST CHECKOUT

To place an order, you may either register and create an online account, or place an order as a guest without creating an online account by selecting the "Guest Checkout" option. Where you place an order as a guest, we may still create an account on our internal systems to record your purchase(s).

## PERSONALIZED SERVICES

Personalization services (for example engraving or embossing) or other services may be available on a selection of products. If you wish to have your product personalized, please provide the details in the Sales Channels as requested.

We reserve the right to withhold or refuse acceptance of any order for personalized products, or with a message card, that contains language that is objectionable, unlawful or contrary to our policies. You are responsible for ensuring that any wording you provide for personalizing products is correct.

In addition, orders for personalized products cannot be cancelled and such products that have been personalized in any way or otherwise made to your bespoke specifications cannot be returned to us for exchange or refund as described in these Conditions of Sale. This does not affect your consumer rights (please see the [Manufacturer's guarantee and your legal consumer rights](#) section for further information).

## ORDER PROCESS

### Order Process

The order process of the Platforms will include the following:

- **Add to Shopping Bag:** Once you have chosen a product, you may place this product in your

shopping bag. You may then decide to continue shopping for other products and add them to your shopping bag (subject to availability and quantity limits). Placing an item in your shopping bag does not guarantee availability for purchase, which is not confirmed until you receive a written Confirmation of Order & Shipment.

- ***Guest/My Account Checkout:*** When you are ready, you then proceed to “Checkout”, either as a guest or through your registered account. You may also remove one or several products you have selected from the shopping bag as part of the checkout process.
- ***Delivery, Review and Payment:*** As part of the checkout process, you add and review your order details and personal information (including e-mail, shipping address, billing address and payment information). You should carefully check and confirm all details on the order summary page before placing your order.
- ***Placing of Order:*** You then check the relevant box and place your order.

In the case of an order being placed through the Client Relations Center, the Cartier ambassador will walk you through the steps above and verbally ask you to confirm the details of your order.

We reserve the right, in our sole discretion, to refuse, cancel and terminate orders at any time on reasonable grounds. For example, we may refuse, terminate or cancel your order if there is an ongoing dispute concerning payment of a prior order or if we suspect, in our sole discretion, that you have engaged in (i) fraudulent activities; or (ii) have otherwise violated these Conditions of Sale.

## PRICES, TAXES AND SHIPPING COSTS

All prices shown on the product pages of the Platforms or quoted by the Client Relations Center include sales taxes/VAT but exclude shipping costs and other taxes unless otherwise stated.

The applicable currency will be updated based on the shipping destination after you provide us with the delivery address and will be shown in your shopping bag before you place your order. You should check updated prices and currency carefully.

Sales, use or other taxes will vary based on the location to which products are being shipped.

Shipping costs, if any, are described in the [Shipping Policy](#) below or on the Sales Channels. Shipping costs are not stated on the product pages but will be added to the product price after you have chosen your delivery options. These costs will be summarised before you are asked to confirm and place your order and will also be reflected in our email correspondence with you once you have chosen your delivery options.

We may offer a VAT refund mechanism if you decide to have the products delivered in certain countries of the European Union and, no longer than thirty (30) days afterwards, export them outside the European Union upon certain conditions. Such mechanism will not be available to European Economic Area customers. For details, please refer to our FAQs section or contact our Client Relations Center

We reserve the right to modify prices and delivery costs at any time without prior notice.

We take reasonable care that the prices of products and delivery costs are correct at the time when the relevant information was entered into the system or communicated to you via the Client Relations Center. However, it is always possible that, despite our reasonable efforts, some of the

products offered through our Sales Channels or delivery costs may be incorrectly priced. If any of the products you place an order for or any delivery costs are incorrectly priced, we will contact you as soon as possible to inform you of this error. If we are unable to contact you using the contact details you have provided during the order process, we will cancel the order and notify you in writing. If we mistakenly accept and process your order where a pricing or delivery cost error occurs, we may cancel supply of the product and refund you any sums you have paid.

Please note that changes to applicable law between the date your order is placed and the date you are sent a written Confirmation of Order & Shipment may result in changes to the taxes associated with your order. If the resulting change is an increase in the taxes that you are charged, we will contact you and ask that you reconfirm your order.

## **PAYMENT**

We accept the methods of payment identified as part of the order process via the Sales Channels. Depending upon the means of payment, we may require additional information, including specific forms of identification.

When ordering on the Platforms, you will need to enter your payment details on the appropriate form. In the case of an order placed by telephone, you will need to communicate to the Client Relations Center your complete payment details. All payment card holders are subject to validation check and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, you will need to contact your card issuer directly to solve this problem.

Other payment methods may also be subject to validation checks and authorization by the payment system providers as well. You expressly authorize us to perform security checks, where we deem necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your payment card details, to authenticate your identity, to validate your payment card, to obtain an initial payment card authorization and to authorize individual purchase transactions.

The full amount of your purchase will typically be blocked on your payment card until your order is shipped, at which point you will be sent a Confirmation of Order & Shipment and your payment card will be charged the applicable purchase price.

Where you use a credit card/debit card/Paypal/Paypal Express/Alipay/WeChat Pay as a payment method, the full amount of your purchase may be taken immediately following the placement of your order. Pre-payment shall not impact any of your legal rights under these conditions of sale (including for example any right of refund). Once your order is shipped, you will be sent a confirmation of order and shipment. If we cannot meet our shipping and/or delivery obligations set out below, we will notify you via e-mail and we will refund the pre-payment without undue delay. For credit card/debit card, the full amount of your purchase may also be blocked on your payment card until your order is shipped, at which point you will be sent a confirmation of and shipment and your payment card will be charged the applicable purchase price.

Where we offer PayPal/Paypal Express/Alipay/WePay or iDeal as a payment method, the full amount of your purchase will be debited on your payment card immediately following the placement of your order. Pre-payment shall not impact any of your legal rights under these Conditions of Sale (including for example any right of refund). If we cannot meet our shipping

CONDITIONS OF SALE (INCLUDING FOR EXAMPLE ANY RIGHT OF RETURN). If we cannot meet our shipping and/or delivery obligations set out below, we will notify you via e-mail and we will refund the pre-payment without undue delay.

We may accept bank wire transfer for orders at our sole discretion. We do not charge a fee for bank wire transfers for orders made through the Sales Channels or Client Relations Center, however, some financial institutions may charge a fee for using a bank wire transfer. We require that all bank wire transfer orders placed by telephone be confirmed through an order approval process. We may acknowledge a bank wire transfer order, but the order will not be processed until the payment has been received and confirmed by us by e-mail. If your wire transfer payment is not credited into our bank account within seven (7) days after you have placed your order, your order will be cancelled.

## **ACKNOWLEDGEMENT OF ORDER**

Once you have made your choice and your order has been placed through the Sales Channels, you will receive a written Acknowledgement of Order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order. This Acknowledgement of Order is not an acceptance of your order. To confirm the order, we will conduct its usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order. Upon receipt of the Acknowledgement of Order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the Acknowledgement of Order does not reflect your intentions, you should contact the Client Relations Center promptly.

These Conditions of Sale will be provided to you when we acknowledge your order.

## **SHIPPING POLICY**

We only accept orders for delivery to the country or countries that are identified during the Order Process. Please note that we do not ship to certain addresses, such as military, certain restricted areas, pick-up points, or PO boxes. For further information, please refer to our [FAQs](#) section or contact the Client Relations Center.

Boutique pick-up may be offered, free of charge, to certain locations. Please refer to the [FAQ](#) section, the Platforms or call the Client Relations Center for more information. We will inform you by e-mail or by telephone when the product is ready for pick-up at the boutique.

If you order several products, we will ship the order only once all products are available (there will be no partial shipments, except for fragrances, and unless otherwise communicated to you).

## **CONFIRMATION OF ORDER & SHIPMENT**

Upon shipment of your order, we will send you a Confirmation of Order & Shipment in writing (by e-mail or otherwise). This Confirmation of Order & Shipment constitutes our acceptance of your order and indicates the existence of a binding sales contract.

## **DELIVERY**

We will use reasonable efforts to ensure delivery by the carrier within the estimated delivery lead time from the date of our written Confirmation of Order & Shipment and in any event within thirty (30) days after that date, except if your purchase relates to a product or service that we have explained to you will take additional time to deliver, for example in the case of products or services that we personalize or produce to your specifications.

When ordering through the Sales Channels, you may be able to choose a specific delivery date as available on the Sales Channels. Any such specific delivery date remains subject to our confirmation.

If delivery of products is delayed by an event outside our control, we will inform you as soon as possible and will use reasonable efforts to minimise the effect of the delay. If we do not deliver within thirty (30) days from the date of the written Confirmation of Order & Shipment or any other time limit as indicated by us, you may contact the Client Relations Center to cancel the relevant order and get a refund of any sums you pre-paid us for any products which you have not received.

In any event, your sole remedy for any failure by us to deliver the order to you shall be your right to cancel the relevant order and receive a refund of sums you pre-paid us for any products which you have not received.

When estimating your delivery time, please allow time for credit approval, address verification, security checks and order processing. Please note that delivery is always subject to receiving your full payment.

We will require a handwritten or electronic signature by you, or a person at the nominated delivery address (unless arranged by you otherwise), to confirm the delivery of each product, at which point risk and responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example, as a gift), then you understand and accept that evidence of a signature by such recipient (or a person at the delivery address) is evidence of delivery and fulfilment of the sales contract by Cartier and transfer of responsibility to the recipient in the same way as if the product had been delivered to you. We reserve the right to deliver products only to the person who is the intended recipient of the order as stated on the label of the parcel and to request ID check for verification purposes at the time of delivery for certain categories of products. Please refer to our [FAQs](#) section or call our Client Relations Center for more information.

## **INVOICES**

When ordering products via the Sales Channels, you will receive an invoice that will be sent you in writing (to your e-mail address as a PDF attachment or otherwise).

## **RETURNS AND EXCHANGES POLICY**

Please click here for details of our [Returns and Exchanges Policy](#), which are part of these Conditions of Sale.

## **MANUFACTURER'S GUARANTEE AND YOUR LEGAL CONSUMER RIGHTS**

We are committed to ensuring that each product strictly complies with our quality criteria and that it has passed all our controls, both technical and aesthetic.

Selected products are covered by the applicable Cartier Guarantee. If you wish to repair a product covered by the applicable Cartier Guarantee, please refer to the applicable Cartier Guarantee, and call our Client Relations Center for more information.

In your capacity as consumer, you may have legal rights under the applicable law of governing the sale of consumer goods; those legal rights are not affected by these Conditions of Sale or the applicable Cartier Guarantee.

## **COMPLIMENTARY SERVICES**

The following complimentary services will be proposed, free of charge, by the Sales Channels:

### ***(a) Gift Wrap and Packaging***

All orders will be shipped with the Cartier box gift wrapped in Cartier special packaging, together with a Cartier shopping bag (where applicable).

### ***(b) Engravings / Embossing***

Engraving and embossing may be available on specific products, and offered only through sales transactions completed through the Client Relations Center.

If you wish to have your Cartier product engraved or embossed, please provide the details to the Client Relations Center.

**Orders for personalized Cartier products cannot be canceled and personalized Cartier products cannot be returned to Cartier for exchange or refund. Please see our [Return and Exchanges Policy](#) for further information.**

### ***(c) Strap Exchange / Adjustment***

A Cartier watch strap is delivered in a standard size. The strap size can be delivered smaller or larger, upon request, by calling the Client Relations Center. Cartier watch strap adjustment available on certain watch models. If you request a watch bracelet adjustment, the removed will be returned to you and included in the delivery package.

### ***(d) Gift Note***

You may personalize your order by adding a personalized note that will be printed by Cartier on a gift card to be included in your order package. Cartier reserves the right to reject gift card notes it

deems offensive or inappropriate to be sent on Cartier-logo stationery.

## **REPAIRS**

For any repair inquiries relating to a product ordered through the Sales Channels, please refer to our [FAQs section](#) or contact our [Client Relations Centre](#).

## **PRODUCT DESCRIPTIONS**

We try to ensure that the information, including product descriptions, dimensions, and colours, provided on the Platforms, in advertisements or catalogues or as provided by the Client Relations Center is accurate and complete. However, we make no guarantees, whether express or implied, in relation to the accuracy, reliability and completeness of such information. In particular, any description and information concerning the weight of precious materials and the number of stones and carats are provided as an indication only and may vary slightly. For jewellery, this information uses the metric size 52 for rings and the metric size 17 for bracelets.

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the products and Sales Channels whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Sale limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these Conditions of Sale for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of the product(s) in your order.

Please note that in some jurisdictions consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

## **GENERAL PROVISIONS**

If any provision, or part of a provision, of these Conditions of Sale is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Conditions of Sale, and the legality, validity or enforceability of the remainder of the provisions of these Conditions of Sale shall not be affected, unless otherwise required by operation of applicable law.

These Conditions of Sale (and associated terms incorporated by reference) constitute the entire agreement between you and us in relation to the order of products or services, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject

matter.

We are not responsible for any failure or delay in performing or complying with our obligations under these Conditions of Sale which arises from any cause beyond our reasonable control.

The waiver by us of a breach of any provision of these Conditions of Sale will not operate to be interpreted as a waiver of any other or subsequent breach.

This contract is between us and you. No other person shall have any rights to enforce any of its terms. However, if you purchase a product as a gift, the recipient of your gift will have the benefit of the applicable Cartier Guarantee.

## **APPLICABLE LAW AND JURISDICTION**

These Conditions of Sale shall be governed by and construed in accordance with the laws of England & Wales, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Conditions of Sale, including the validity, invalidity, breach or termination of the Conditions of Sale, shall be adjudicated or arbitrated in accordance with the Conditions of Sale. Where the applicable laws are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

You may bring proceedings against us either in the courts of England & Wales or in the country where you are domiciled. We may also bring proceedings against you in the courts of the country where you are domiciled.

Without any restriction to bring proceedings before a court, you and Cartier will first make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Conditions of Sale or any breach thereof.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform at the following address: <http://ec.europa.eu/consumers/odr/>.

## **CONTACT US**

If you have any questions or comments about these Conditions of Sale, or matters generally, please contact us at the address and phone number provided below.

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