

## General Sales Terms and Conditions

**HD FRAGRANCES, SAS au capital social de 10 000 EUR - R.C. Tarascon 879 913 564 - SIRET 879 913 564 000 016 - APE 4779Z - N° TVA Européen FR 67 879 913 564 – Mai 2020**

These general conditions of sale exclusively govern the sales of products offered on our online boutiques and by direct sales. They are systematically accessible on this Site by the buyer at the time of registration of the order. As a result, placing an order implies the full and unreserved acceptance of the buyer to these general terms and conditions of sale. Any contrary condition posed by the buyer will be, in the absence of express acceptance, unenforceable against the seller regardless of when it may have been brought to his attention. The fact that the seller does not prevail at a given moment of any of these terms and conditions of sale, cannot be interpreted as waiving the right to claim any of the said conditions at a later date.

### PRICES

Prices are quoted in Euro and excl. VAT, for any customer having an intracommunity VAT ID number. Order preparation and shipping costs are in addition (according to the terms EX Works). Any increase in VAT or any new tax that would be imposed between the time of the order and that of the provision of services will be borne by the Customer. Our prices do not include transport, customs fees, or insurance that are the responsibility of the Customer.

Our prices are invoiced on the basis of the tariff in force on the day of the order. Prices may, however, be changed exceptionally because of changes in exchange rates, commodity prices, taxation or exceptional taxation.

### CONFIRMATION AND VALIDATION OF SALES ORDERS

When you confirm your order by clicking on the button "confirm" or by written consent, you declare to accept the order as well as the entirety of the present general conditions of sale fully and without reserve. Your order is processed so that you can receive your package. You can print your order form.

Upon registration of your order, a detailed acknowledgment of receipt will be sent to your email address. This acknowledgment will tell you the exact amount invoiced and the delivery terms of your order. This acknowledgment is acceptance of your order and will validate the transaction. You agree that our order registration systems are worthy of proof of the nature of the agreement and its date.

However, we reserve the right to cancel any order from a customer with whom there is a dispute over the payment of a previous order.

### PRODUCT AVAILABILITY

Our offers of products offered on the Site are valid only in limited stocks available. In case of unavailability of the product after placing your order, you can request cancellation or the exchange of your order by contacting us by email.

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### **PAYMENT and DELAY PAYMENT**

Payment for purchased products may be made exclusively using the following payment methods, described in more detail on the website:

- Credit cards of payment networks (Visa, Visa Electron, Mastercard, Maestro, V Pay);
- Bank Transfer

Payment will not be taken from the buyer's credit card at the time of the order. Payment will only be made after (i) verification of credit card details and (ii) authorization of payment by the credit card issuer.

If the payment cannot be made successfully, HD Fragrances shall have the right, including but not limited to (i) to terminate the contract for the products not yet delivered and / or (ii) to make the execution of the order in progress conditional on the payment of the amount due; (iii) suspend the execution of other orders from the same Buyer.

HD Fragrances reserves the right to prevent non-compliant Buyers from using the purchase features on the Site, by informing Buyers by email.

Payment by credit card: it is done online when placing an order and is completely secure. The entire transaction is directed in encrypted mode to a bank validation server in SSL (Secure Socket Layer) mode. Rest assured, you can make your purchases safely.

Invoices are payable either before the dispatch of the order or under the prior agreement, 15-30 days from the date mentioned on the invoice or at any other time they mention, to the credit of the Provider's account. For a first order, the goods will be shipped for cash on delivery and without discount. For each custom order, he will be paid a deposit of at least 50% of the value of each order when confirming it.

Our invoices carry by right and without notice interest of delay of 1% per month as from the date of invoice. Failure to pay on the due date automatically entails the payment of interest of 1% per month commenced on unpaid amounts (or legal interest if higher) and a flat rate increase of 20% (with a minimum of € 100) on unpaid amounts. Any reminder sent to the Customer who has not paid the integrity of his invoice, may be charged € 12.00 by mail sent, without prejudice to any costs of bailiff who will also be charged to the Customer.

Any complaint must be communicated by registered letter within 8 days of the date of receipt of the products. (The delivery slip is enough). The use of a part of the supply automatically entails the agreement on the totality of the order, the defects of a part of the delivery not giving the right to the Customer to refuse all of this one.

### **DELIVERY / SHIPPING FEES**

We offer free port on orders greater than 800 € HT for Metropolitan France (excluding Corsica) excluding orders with negotiated pricing. Delivery charges are your responsibility for all other destinations (or for an order less than 800 Euros to Metropolitan France, Belgium and Luxembourg). In general we charge a participation fee of at least 35 € HT to help offset the costs of order preparation

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and shipping.

Orders are increased by shipping and lump sum packaging depending on the nature of the products of the amount of orders following sums excluding taxes indicated on the order form at the end of the catalog and the destination of the products. For other destinations, the delivery is made either by the direct delivery or the product to the purchaser (made available at the factory: EXW), or by delivery to a carrier (free carrier: FCA) appointed by the buyer at the agreed place). Some items on the site are bulky and therefore subject to additional shipping charges.

Our shipping prices are based on shipments from our warehouse at AVIGNON 84800 in France. The products are delivered only in the countries listed in the drop-down menu (accessible when creating the customer account and when choosing the recipient), according to the address of your choice as indicated during the ordering process. It is your responsibility to provide us with exactly all the details necessary for the proper delivery of your order.

You will be delivered within an average of 3 to 5 days from the receipt of your order by "HD Fragrances".

### **FULFILLMENT OF ORDERS**

The company is released from its obligation of delivery for any fortuitous case, in case of force majeure such as flooding, fire, total or partial strike, lockout. Quantities ready to be delivered at the time of the event must be accepted by the customer. The details and delivery times are only indicative and do not constitute a firm commitment. HD Fragrances does its best to satisfy its customers but declines all responsibility in case of delays or impossibility of supply. Exceedances of delivery times cannot give rise to any damages, interest or withholding or cancellation of orders in progress.

### **TRANSPORT INCIDENTS**

All stipulations regarding the delivery time are considered as indicative. Delivery will be made to the delivery address specified by the Customer, products traveling at the Customer's risk.

Delivery times may be influenced by the fact of third parties (contractors or subcontractor), and the fortuitous event or force majeure - as for example the impossibility of execution as a result of strike, general or partial, as well as our company only in those of our Providers, disorders, riots, accidents, breakage of machines, absence of means of transport or equipment, fires etc. - are not considered a formal commitment.

The delay in the supply, unless otherwise stipulated, cannot be grounds for refusal or give rise to damages. The deadlines provided by the order do not begin to run until the working day following the delivery of the necessary documents.

The Customer is required to check the apparent condition of the products upon delivery. In the absence of reservations expressly expressed in writing, by this one, within a period of eight days as from the delivery, the products delivered by the company HD Fragrances will be deemed to conform in quantity and quality to the order.

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Our shipments are made by parcel post or by carrier according to the importance of the shipments. The merchandise travels at the risk and peril of the recipient.

**Do not forget to make note on the transporter's delivery acceptance form if a package is damaged. The goods must be unpacked in the presence of the carrier. This is obligatory if a fault is found (the formula 'subject to unpacking' is not enough).**

In the case of missing or damaged goods:

- mention the items missing or damaged on the carrier's bill.
- send within 48 hours to the carrier a registered letter with acknowledgment of receipt to confirm the shortage or damage found (Article L 133-3 Code of Commerce).
- send us a copy of this letter.

All claims that do not respect this formality will not be taken into account.

### **LIABILITY AND TRANSFER OF OWNERSHIP AND RISK**

The transfer of ownership of the products of the Provider, for the benefit of the Customer, will be realized after full payment of the price by the latter, regardless of the date of delivery of said products.

On the other hand, the transfer of the risks of loss and deterioration of the products of the Provider will be realized from the delivery and reception of these products by the Customer.

Statements by us regarding the condition of the goods do not constitute a guarantee of condition or shelf life. The customer is responsible for the proper storage of his products. To ensure shelf life, products should be properly stored in their original cartons, protected from sunlight, avoiding moisture and in a constant low air temperature zone.

### **DISPUTES**

Any dispute whatsoever must first be the subject to an attempt to resolve and settle the issue amicably before it can be submitted to the Courts and Tribunals.

Any dispute relating to the validity, interpretation and / or performance of a contract concluded with the Service Provider shall be submitted exclusively to the Courts and Tribunals of Tarascon FRANCE.