



# General terms and conditions of sale as at 01/01/2022

## **Preamble**

LESCA LUNETIER SARL, registered with the RCS of Aix-en-Provence, under the number 901 372 466, with a share capital of EUR 10 000,00, whose registered office is located at: 1515 Chemin du Mont Robert 13290 Les Milles is a company specialised in the sale of eyeglasses and sunglasses including frames and lenses (hereinafter the "**Products**"). These Products are available on the commercial website of LESCA LUNETIER SARL (hereinafter "**LESCA LUNETIER**") at the address: <https://lescalunetier.com/> (hereinafter the "**Website**").

These general terms and conditions of sale (hereinafter the "**GTCS**") apply to all orders for Products placed by professional customers (hereinafter the "**Customers**") on the Website.

Any order for a Product offered on the Website implies the Customer's acceptance of these GTCS, which can be consulted before the order is placed.

## **Article 1 - Creation of an account**

### **ARTICLE 1.1 - REGISTRATION ON THE WEBSITE**

In order to order on the Website, the Customer must first create an account on the Website, by accurately completing the account creation form displayed on the screen.

In particular, the Customer must provide the information required for identification, including a valid e-mail address and a password of his choice (which will be personal and confidential), which he will use later to identify himself on the Website, as well as his postal address for delivery.

Customers who already have a customer account must identify themselves by entering their e-mail address and password in the "My Account" section. The Customer accepts that entering these two identifiers constitutes proof of his/her identity.

### **ARTICLE 1.2 - CONFIRMATION OF ACCOUNT CREATION**

Upon subscription on the Website, LESCA LUNETIER creates a customer account for the Customer (called "My account") which summarises the information provided when the account was created.

Customers may change their details and preferences at any time in the "My Account" section or by e-mail to Customer Services at [eshop@lescalunetier.com](mailto:eshop@lescalunetier.com). No changes to the order will be taken into account if the order has been sent to the carrier and/or if payment has been made.

## **Article 2 - Product orders**

### **ARTICLE 2.1. Placing an order**

To order, the Customer visits the Website. He must select the Products (frames and lenses) and quantities he wishes to order, then log in to his account or create an account (see article 1) and check that the delivery address, billing address, delivery method, quantities ordered, price of the Products and order total are correct.

Once the Customer has read his order and completed all the information requested, he can only proceed to the next stage by confirming that he has read and accepted the GTCS by ticking the box "I have read and accepted the General Terms and Conditions of Sale".

A summary of the order then appears on the screen. This page displays the delivery address for the Products, a table summarising the order (type, quantity and price of the Products) and the total amount of the order. On this page, the Customer can modify the information entered. He must then definitively confirm his order by clicking on the "Order with selected payment method" button. This confirmation constitutes an electronic signature, which has, between the Parties, the same value as a handwritten signature and is proof of the completeness of the order and of the payability of the sums due in execution of said order.

LESCA LUNETIER reserves the right not to validate the order in the event of an existing dispute(s) with the Customer or in the event of total or partial non-payment of a previous order by the Customer. In the event that the Client's payment is unsuccessful, for whatever reason, the order will be cancelled and the sale automatically terminated.

Once the order has been validated by the Customer and LESCA LUNETIER, the Customer proceeds to payment (cf. article 3) and the order is only definitively validated once payment has been confirmed. It can no longer be modified.

Once the order has been confirmed, the Customer can no longer change the quantity of Products he wishes to order or the delivery method. To do so, he must contact Customer Services on +33 (0)4 42 50 63 09. These modifications can be taken into account if the order has not left the LESCA LUNETIER warehouse. Once the order has been sent to the carrier, no modification or cancellation can be taken into account. For any further information the Customer may contact Customer Service by e-mail ([eshop@lescalunetier.com](mailto:eshop@lescalunetier.com)).

Once payment has been made, a document summarising the order is sent to the Customer by e-mail to the e-mail address indicated when the Account was created. This document serves as a notice of receipt. It contains all the essential elements of the contract between the Customer and LESCA LUNETIER.

The order is recorded on LESCA LUNETIER's registers, which are themselves kept on a reliable and durable medium. The Client accepts that this will be considered as proof of the contractual relationship between the Parties.

If LESCA LUNETIER is unable to supply certain Products after the order has been placed, the Customer will be informed as soon as possible by telephone or e-mail and will be offered an alternative solution. LESCA LUNETIER will then modify the order in agreement with the Customer.

## **Article 3 - PAYMENT**

### **ARTICLE 3.1. APPLICABLE RATES**

The prices of the Products (frames and lenses) are set according to the prices in force, which appear on the pages of the Website in euros excluding tax (HT). VAT at 20% applies to France. Other countries are not subject to VAT. The principle for transactions within the European Union is that the supplier invoices exclusive of VAT and the Customer is responsible for paying the VAT to the tax authorities in his country. The invoice must therefore indicate the VAT rate in force in the country concerned and the supplier's and customer's intra-Community VAT numbers. It must also state: "*Reverse charge - (VAT exemption, article 262 ter, I of the General Tax Code)*".

### **ARTICLE 3.2. PRODUCT PRICES**

The price of the Products owed by the Customer at the time of his order corresponds to the amount indicated on the summary order form which the Customer has read before validating his order. It is then recalled after payment in the summary document sent by LESCA LUNETIER to the Customer's e-mail address.

The price is indicated inclusive of tax in France and in the EU, with the exception of Overseas France where prices are indicated exclusive of tax and taxes on delivery are payable by the Customer.

### **ARTICLE 3.3. PAYMENT TERMS**

Payment shall be made within thirty (30) days of issue of the invoice, by SEPA direct debit, bank transfer or credit card.

Any delay in payment shall automatically involve, without the need for prior formal notice, the payment of late payment interest corresponding to three (3) times the French legal interest rate in force on the due date of the invoice until it is paid, as well as a fixed penalty for collection costs of forty (40) euros per invoice.

### Payment by SEPA direct debit

For France and the European Union, the SEPA form must be completed, signed and stamped by the recipient of the goods. (Download SEPA here). Without this mandate, the order can only be sent after validation of the proforma, confirming the order with LESCA LUNETIER. An invoice will then be sent to you upon delivery of the order.

For the rest of the world, a proforma is sent as soon as possible by LESCA LUNETIER. It must be paid in advance, before any goods are dispatched.

The Customer who chooses to pay by direct debit undertakes to inform LESCA LUNETIER immediately of any change in his bank details.

### Payment by bank transfer

Payment is to be made to the LESCA LUNETIER account at the following RIB :

CREDIT AGRICOLE ALPES PROVENCE				
RELEVÉ D'IDENTITÉ BANCAIRE - IBAN				
	Banque	Guichet	Numéro de compte	Clé
<b>RIB FRANCE</b>	11306	00010	48149389906	06
<b>IBAN ETRANGER</b>	FR76 1130 6000 1048 1493 8990 606			<b>BIC</b> AGRIFRPP813
<b>Domiciliation</b>	<b>Nom et adresse du titulaire</b>			
CA PRO AIX (00010)	S.A.R.L. LESCA LUNETIER			
<b>Tél :</b>	1515 CHEMIN DU MONT ROBERT LES MILLES 13290 AIX EN PROVENCE			
<b>FILVERT :</b> 0 980 983 983 *	<b>INTERNET :</b> www.credit-agricole.fr/ca-alpesprovence *		<b>INTERNET MOBILE :</b> https://m.ca-alpesprovence.fr *	
<small>Caisse Régionale de Crédit Agricole Mutuel Alpes Provence Société coopérative à capital variable agréée en tant qu'établissement de crédit 361070448 R.C.S. AIX-EN-PROVENCE Siège social : 25, Chemin des Trois Cyprès 13097 Aix-en-Provence Cedex 2 Société de courtage d'assurance immatriculée au Registre des Intermédiaires en Assurance sous le n° 07 019 231 * Frais de communication facturés par votre opérateur télécom</small>				

### Payment by credit card

Notwithstanding the application of article R642-3 of the French Penal Code, the Customer may opt to pay for his/her order by bank card (Carte Bleue, Visa, Mastercard) in accordance with the provisions of this article. To pay for an order online by bank card, the Customer must enter the expiry date and the cryptogram number (3-digit number on the back of the bank card). The card is debited at the earliest when the order is finally confirmed. All transactions carried out on the Website are secure. The Customer's bank details are encrypted by the SSL (Secure Socket Layer) system and then processed by LESCA LUNETIER's financial partner. The Customer's data does not pass through the Website and only the LESCA LUNETIER partner bank has access to this information. The payment data are not kept by LESCA LUNETIER or by the organisation in charge of the financial transaction.

## **Article 4 - DELIVERY**

### **ARTICLE 4.1. PLACE OF DELIVERY**

Once the order has been placed, the Customer will receive a delivery confirmation e-mail detailing the order.

The Customer is delivered to his place of work or to his home or to the home of a person living in the delivery area that he has expressly designated and for which he must have provided, when registering or ordering, all the necessary details to allow the LESCA LUNETIER delivery driver to access his door (address, telephone, door code, building, floor ...).

All Products ordered are delivered to a single location. The delivery person is not authorised to distribute the goods in the delivery area. LESCA LUNETIER will not be held responsible in case of delay or absence of delivery if this delay or absence of delivery is due to the provision by the Customer of inaccurate or incomplete information or the absence of the Customer at the place of delivery indicated.

### **ARTICLE 4.2. DELIVERY METHOD**

At the time of ordering, the Customer chooses the delivery method (see article 2.2) that suits him best, i.e. :

- Normal delivery;
- Express delivery.

### **ARTICLE 4.3. DELIVERY DATES**

The Customer will receive confirmation of the delivery date the day before by e-mail. In case of delayed delivery for a reason beyond LESCA LUNETIER's control, LESCA LUNETIER will agree on a new delivery date with the Customer by phone or by e-mail.

### **ARTICLE 4.4. DELIVERY PRICE**

Postage and return costs are paid by the Customer and calculated according to the following conditions.

Prices may be modified at any time. The applicable prices are those in force on the day the order is validated.

#### **ZONE 1 : France**

NORMAL - Less than or equal to 3 frames: €8.33 (excl. VAT) via COLISSIMO within 3-4 days

EXPRESS - Less than or equal to 3 frames: €14.17 excluding VAT via DHL within 24 hours

NORMAL - More than or equal to 4 frames: Free of charge (0€) via COLISSIMO within 3-4 days

EXPRESS - More than or equal to 4 frames: Actual delivery via DHL within 24 hours

#### **ZONE 2: Belgium, Luxembourg, French-speaking Switzerland, Spain, Portugal, Italy, Monaco**

NORMAL/EXPRESS - Less than or equal to 4 frames: €17 excluding VAT via DHL within 48 hours

NORMAL/EXPRESS - More than or equal to 4 frames: Free (0€) via DHL within 48H

### **ZONE 3 : Rest of the world**

NORMAL/EXPRESS - Actual via DHL lead time depending on geographical area

Customers who have chosen to use another carrier must state their subscriber number before validating the pro-forma (FEDEX, UPS, etc.).

### **CUSTOMS DUTIES (OUTSIDE EUROPE) :**

Taxes on goods shipped outside Europe are the responsibility of the Customer. LESCA LUNETIER cannot be held responsible for any additional customs duties or taxes required by the country of destination.

Any goods refused by the customs service of the recipient will be returned to LESCA LUNETIER's head office and the goods will only be reimbursed once any customs fees have been paid by the Customer.

### **ARTICLE 4.5 - CLAIMS AND LEGAL GUARANTEES**

The Client shall check the conformity of the Products delivered in order to identify any anomaly concerning the delivery (for example missing or damaged products). Any reservations must be immediately notified in writing to LESCA LUNETIER's Customer Service within 48 hours of receipt of the Products:

- By e-mail to the following address: [latelier@lescalunetier.com](mailto:latelier@lescalunetier.com); or
- By telephone on +33 (0)4 42 50 63 09.

### **Article 5 - After-sales service**

LESCA LUNETIER's warranty applies only to manufacturing defects for a period of one (1) year from the date of sale of the Product.

The process to be followed is as follows: request *via* the online form.

Upon receipt, LESCA LUNETIER will send to the Customer the frame or the part of the Product required (face, temple, hinge) if LESCA LUNETIER has it in stock as well as an invoice.

At the same time, the Customer shall send the defective frame or part of the Product to the warehouse at the following address:

LESCA LUNETIER SARL - J.FACTORY LOT 9 - 140 rue Frédéric JOLIOT - 13290 AIX EN PROVENCE

Upon receipt, LESCA LUNETIER will confirm by e-mail whether or not the after-sales service has been accepted. If it is accepted, LESCA LUNETIER will issue a credit note for the amount invoiced to the Customer; if it is refused, the Customer will have to pay the invoice related to the after sales service. LESCA LUNETIER reserves the right to invoice an after sales service if it considers that it is not linked to a manufacturing defect.

## **Article 6 - RETURNS AND EXCHANGES**

In case of problems or order errors, the Customer may return the frames and parts of the Products to LESCA LUNETIER at the Customer's expense (including shipping costs) under certain conditions:

1. The condition of the Products must be the same as when the retailer received them in their protective plastics, LESCA LUNETIER reserving the right to refuse a Product that has already been worn or damaged,
2. The Product must be returned to the following address:

LESCA LUNETIER  
J.FACTORY LOT 9  
140 FREDERIC JOLIOT  
13290 AIX EN PROVENCE  
France

## **Article 7 - CANCELLATION**

### **ARTICLE 7.1. TERMINATION BY LESCA LUNETIER**

In case of non-payment of the sums due to LESCA LUNETIER, LESCA LUNETIER may, without prejudice to any damages, automatically cancel the Customer's account by means of a notification by e-mail with acknowledgement of receipt.

In addition, LESCA LUNETIER reserves the right to terminate the delivery service without compensation in the event of :

- Suspension of delivery by the Customer for more than twelve (12) months ;
- Closure of a delivery zone, notified to the Customer by e-mail giving thirty (30) days' notice;
- The Customer moves outside the delivery areas served by LESCA LUNETIER ;
- Repeated abusive complaints from the Customer ;
- Inaccessible, dangerous or unhealthy delivery sites;
- Recurrent theft or disappearance of Products.

**ARTICLE 7.2. CANCELLATION BY THE CUSTOMER**

Customers may cancel the service at any time if their account balance is €0. To cancel, go to "My account".

**Article 8 - Modifications of the GTCS**

LESCA LUNETIER reserves the right to unilaterally modify the GTCS at any time and without notice by publishing a new version on the Website. From then on, the GTCS on the Website will prevail over the printed GTCS.

By ticking the box on the Website's "I have read and accepted the general terms and conditions of sale" button at the end of the order process, the Customer acknowledges that he/she has read and accepts without reservation the entirety of the GTCS.

The applicable GTCS are those in force on the day the order is validated.

**Article 9 - Liability**

LESCA LUNETIER shall not be held liable in the event that the non-performance or delay in the performance of one or more of the obligations contained in the GTCS results from a case of force majeure as defined by the law and case law or from an unforeseeable and insurmountable act of a third party unrelated to the supply of the Products.

LESCA LUNETIER will not be held responsible if the non-execution or the bad execution of the obligations contained in the GTCS is due to the Customer, because of an error when entering the order for example. LESCA LUNETIER will not be held responsible, and the Customer will not be able to claim any compensation, in case of difficulty in the delivery of the Products or the return of an undelivered Product, due to the Customer, and in particular if the identity and/or the address of the Customer are wrong. LESCA LUNETIER takes care to represent and describe the characteristics of the Products on the Website as accurately as possible. However, LESCA LUNETIER cannot be held responsible for any insubstantial difference between the reproduction of the Products on the Website and the Products delivered.

Likewise, LESCA LUNETIER cannot be held responsible for any inconvenience or damage inherent to the use of the Internet, in particular a break in service, external intrusion or the presence of computer viruses.



## **Article 10 - Intellectual property**

All elements of the Website, whether literary (texts, comments), visual or audio, including the underlying technology, are protected by copyright, trademarks and/or patents. They are the exclusive property of LESCA LUNETIER.

In this respect, and in accordance with the provisions of the French Intellectual Property Code, only private use is authorised, subject to the different provisions of the French Intellectual Property Code. Any total or partial reproduction of the Website is strictly prohibited and will constitute an infringement.

It is strictly forbidden to insert any simple link or hypertext link to the <https://lescalunetier.com> website using the "framing" or "deep linking" technique.

## **Article 11 - Personal data**

LESCA LUNETIER undertakes to respect the confidentiality of the personal data communicated by the Customer on the Website, and to process them in compliance with the General Regulation on the Protection of Personal Data (GDPR) and the amended law n° 78-17 of 6 January 1978 relating to information technology, files and freedoms.

For more information, please click on the applicable link:

- for the privacy policy: <https://lescalunetier.com/politique-de-confidentialite/>
- for the "cookies policy": <https://lescalunetier.com/politique-de-confidentialite/>

## **Article 12 - Applicable law and jurisdiction**

The GTCS are governed by French law and the French courts have jurisdiction.

In case of dispute between the Customer and LESCA LUNETIER, the Customer should contact LESCA LUNETIER's Customer Service by e-mail in order to reach an amicable agreement.