



GENERAL TERMS AND CONDITIONS OF SALE

LESCA LUNETIER SARL

17/01/2026

Preamble

LESCA LUNETIER, a limited liability company registered in the Aix-en-Provence Trade and Companies Register under number 901 372 466, with a share capital of €10,000 and its registered office located at 1515 Chemin du Mont Robert, 13290 Les Milles, is a company specialising in the design, manufacture and marketing of prescription glasses and sunglasses, including frames and lenses (hereinafter referred to as the "**Products**").

The Products are positioned in the high-end eyewear segment and are characterised by their craftsmanship, superior manufacturing quality and distinctive brand identity. Given this high-end positioning, LESCA LUNETIER has defined quality standards for the distribution and marketing of its Products, designed to guarantee an excellent customer experience and preserve the LESCA brand image.

These general terms and conditions of sale (hereinafter the "**GTC**") apply to all orders for Products placed by professional customers (hereinafter the "**Customers**"), in particular on the LESCA LUNETIER e-commerce website at: <https://lescalunetier.com/catalogue/> (hereinafter the "**Website**"). Any order for a Product offered on the Website implies the Customer's acceptance of these GTC, which can be consulted prior to placing an order.

Article 1 - Account creation and Customer commitments

ARTICLE 1.1 – REGISTRATION ON THE WEBSITE

In order to place an 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.

The Customer shall provide the following information in particular:

- Their company name and legal form;
- Their SIRET number or equivalent;
- Their intra-community VAT number, if applicable;
- The address of their registered office;
- The address of its physical point(s) of sale;
- A valid professional email address;
- A password of their choice (which will be personal and confidential), which they will use later to identify themselves on the Website;
- Their postal address for delivery;

- The name and contact details of their legal representative.

The Customer undertakes to provide accurate, complete and up-to-date information, and to notify LESCA LUNETIER immediately of any changes to this information.

Any Customer who already has a customer account must log in by entering their email address and password in the "My Account" section. The Customer agrees that entering these two identifiers constitutes proof of their identity.

ARTICLE 1.2 - CONFIRMATION OF ACCOUNT CREATION

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

The Customer may modify their contact details and preferences at any time in the "My Account" section or by emailing Customer Services at latelier@lescalunetier.com. No changes to the order can be taken into account if the order has been sent to the carrier and/or if payment has been made.

By creating an account, the Customer accepts these GTC, including the commitments relating to the quality standards referred to in Article 1.3.

ARTICLE 1.3 – CUSTOMER COMMITMENTS REGARDING PRODUCT QUALITY STANDARDS

Given the high-end positioning of the Products and the need to preserve the brand image, the Customer undertakes to comply with the quality standards defined below when marketing the Products.

These commitments are proportionate and justified by the need to guarantee a customer experience in line with the high-end positioning of the LESCA brand and to protect its reputation. They concern (i) product presentation, (ii) advice, (iii) brand image and communication, and (iv) other aspects.

(i) Customer commitments relating to product presentation

The Customer undertakes to present the Products in a clean and tidy environment, in line with the brand's high-end positioning. The Customer also undertakes to keep the Products in perfect condition (regular cleaning, no scratches or damage) and to use the POS advertising provided (wipes, cases, etc.).

(ii) Customer commitments relating to advice

The Customer undertakes to:

- have trained and competent staff able to provide expert and personalised advice to end customers on the Products;
- promote the craftsmanship, expertise and high-end positioning of the Products to end customers;
- provide superior customer service in line with the brand's high-end positioning.

(iii) Commitments relating to brand image and communication

The Customer undertakes to use LESCA LUNETIER's trademarks, logos and visual elements solely in accordance with the graphic charter and visual identity provided by LESCA LUNETIER. The Customer also undertakes to refrain from any communication that could devalue, denigrate or damage the brand image of LESCA LUNETIER. The Customer also undertakes to promote the high-end positioning, craftsmanship and expertise of LESCA LUNETIER in all communications relating to the Products.

(vii) Other commitments of the Customer

The Customer undertakes to sell the Products at a price that maintains the high-end positioning of the Products.

The Customer undertakes not to offer discounts, promotions or sales that could devalue the LESCA brand image or undermine the high-end positioning of the Products.

The Customer undertakes to consult LESCA LUNETIER before any resale on online sales platforms (marketplaces) or on its own website in order to guarantee the quality of the presentation and online advice.

Article 2 – Product Orders

To place an order, the Customer visits the Website <https://lescalunetier.com/catalogue/>. They must log in to their account or create an account (see Article 1), then select the desired Products (frames and lenses) and quantities, and then check that the delivery address, billing address, delivery method, quantities ordered, price of the Products and total order amount are correct.

After reviewing their order and once all the requested information has been completed by the Customer, the latter can only proceed to the next step by confirming that they have read and accepted the GTC by ticking the box "I have read and accepted the General Terms and Conditions of Sale".

An order summary will then appear on the screen, displaying the delivery address for the Products, a summary table of the order (type, quantity and price of the Products) and the total amount of the order. The Customer can still modify the information entered on this page. They must then definitively confirm their order by clicking on the button "Place order with the selected payment method". This confirmation constitutes an electronic signature, which has, between the Parties, the same value as a handwritten signature and is proof of the entirety of the order and 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 existing disputes with the Customer, or total or partial non-payment of a previous order by the Customer. In the event that the Customer's payment cannot be completed for any reason, the Order will be cancelled and the sale automatically terminated. LESCA LUNETIER also reserves the right to refuse any order from a Customer who does not comply with the specifications referred to in Article 1.3 or whose account has been suspended in accordance with Article 7.1 below.

Once the order has been validated by the Customer and LESCA LUNETIER, the Customer proceeds to payment (see Article 3) and the order is only definitively validated after confirmation of payment.

Once the order has been confirmed, the Customer may no longer change the quantity of Products they wish to order or the delivery method, unless they contact Customer Service on +33 (0)4 42 50 63 09, provided that the order has not yet left the LESCA LUNETIER warehouse. Once the order has been sent to the carrier, no changes or cancellations can be taken into account. For further information, the Customer may contact Customer Service by email (lescalunetier@lescalunetier.com).

Once payment has been made, a summary of the order will be sent to the Customer by email to the email address provided when creating their Account. This document serves as proof of receipt. It contains all the essential elements of the contract between the Customer and LESCA LUNETIER. The order is recorded in LESCA LUNETIER's registers, which are stored on a reliable and durable medium. The Customer agrees that this shall be considered as proof of the contractual relationship between the Parties.

In the event that 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 email 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 PRICES

The prices of Products (frames and lenses) are set according to the current prices, which are listed on the Website in euros excluding VAT. VAT at 20% applies for France. Other countries are not subject to VAT. The principle for transactions within the European Union is that the supplier invoices excluding VAT and the Customer is responsible for paying VAT to the tax authorities in their country. The invoice must therefore indicate the VAT rate in force in the country and the intra-community VAT number of the supplier and the Customer. It must also include the following statement: "*Reverse charge - (VAT exemption, Article 262 ter, I of the General Tax Code)*".

The current prices may be modified at any time by LESCA LUNETIER. The prices applicable to an order are those in force on the day of the final confirmation of the order.

ARTICLE 3.2. PRODUCT PRICES

The price of the Products payable by the Customer when placing an order corresponds to the amount indicated on the order summary form, which the Customer has read before confirming their order. It is reiterated after payment in the summary document sent by email to the Customer's email address by LESCA LUNETIER.

The price is indicated inclusive of VAT in France and the EU, excluding Overseas France where prices are exclusive of VAT and delivery taxes are payable by the Customer.

ARTICLE 3.3. PAYMENT TERMS

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

Any delay in payment shall automatically, without prior notice being required, result in the payment of interest on arrears corresponding to three (3) times the French legal interest rate in force on the due date of the invoice until its payment, as well as a fixed penalty for recovery costs of forty (40) euros per invoice.

Furthermore, in the event of late payment, LESCA LUNETIER reserves the right to suspend any new orders and/or deliveries until full payment of the amounts due, without prejudice to the application of Article 7.2 relating to account suspension.

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 and payment of the proforma invoice, confirming the order with LESCA LUNETIER. An invoice will then be sent to the Customer upon delivery of the order.

Customers who choose to pay by direct debit undertake to inform LESCA LUNETIER immediately of any changes to the bank details provided.

In the event of a rejected payment due to the customer (insufficient funds, payment blocked by the customer), LESCA LUNETIER will be charged a bank fee of €9.25. LESCA LUNETIER reserves the right to re-invoice this fee to the customer.

Payment by bank transfer

For the rest of the world, LESCA LUNETIER will send a pro forma invoice as soon as possible. This must be paid in advance, before any goods are dispatched.

Payment shall be made to LESCA LUNETIER's account using the following bank details:

RELEVE D'IDENTITE BANCAIRE - IBAN			
Banque	Guichet	Numéro de compte	Clé
RIB FRANCE	11306	00010	48149389906 06
IBAN ETRANGER	FR76 1130 6000 1048 1493 8990 606		BIC AGRIFRPP813
Domiciliation	Nom et adresse du titulaire		
CA PRO AIX (00010)	S.A.R.L. LESCA LUNETIER		
Télé :	1515 CHEMIN DU MONT ROBERT LES MILLES 13290 AIX EN PROVENCE		
FILVERT :	INTERNET :	INTERNET MOBILE :	
0 980 983 983 *	www.credit-agricole.fr/ca-alpesprovence *	https://m.ca-alpesprovence.fr *	

Caisse Régionale de Crédit Agricole Mutual Alpes Provence Société coopérative à capital variable agréée en tant qu'établissement de crédit
381979448 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 Répertoire des Intermédiaires en Assurance sous le n° 07 019 231
* Frais de communication facturés par votre opérateur télécom

Payment by credit card or STRIPE

Notwithstanding the application of Article R642-3 of the Penal Code, the Customer may choose to pay for their order by credit card (Carte Bleue, Visa, Mastercard, Amex) in accordance with the provisions of this article. The Customer must select this payment method when placing their order. Upon receipt, LESCA LUNETIER will send a proforma invoice and a payment link to pay for the order online. All transactions made on the Website are secure. The Customer's banking information is 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 Website's partner bank has access to this information. Payment data is not stored by LESCA or by the organisation responsible for the financial transaction. Once payment has been confirmed, the order can be dispatched.

Article 4 DELIVERY

ARTICLE 4.1 DELIVERY LOCATION

Once the order has been placed, the Customer will receive a delivery confirmation email summarising the order details. In the event of an error in the contact details (billing entity or delivery address), the customer must inform LESCA LUNETIER as soon as possible at: latelier@lescalunetier.com.

All Products ordered are delivered to a single location. The delivery driver is not authorised to distribute the goods at the delivery location. LESCA LUNETIER cannot be held responsible for any delay or failure to

deliver if this delay or failure to deliver is due to the Customer providing inaccurate or incomplete information, or the Customer not being present at the specified delivery location.

ARTICLE 4.2 DELIVERY METHOD

When placing an order, the Customer shall select the delivery method (see Article 2) that suits them, namely:

- standard delivery
- express delivery

ARTICLE 4.3 DELIVERY DATES

The Customer will be notified by email when their order has been dispatched. In the event of a delay in delivery for reasons beyond the control of LESCA LUNETIER, LESCA LUNETIER will agree a new delivery date with the Customer by telephone or email.

ARTICLE 4.4 DELIVERY COSTS

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

Rates are subject to change at any time; the applicable rates are those in effect on the date the order is confirmed.

ZONE 1: France and Italy

Deliveries will be made by our partner carriers: GLS, CHRONOPOST, UPS or DHL, depending on the desired delivery time (NORMAL or EXPRESS) and the region, within 1 to 4 days.

Customers in France and Italy benefit from free shipping for all orders over £340.

For orders below this amount, shipping costs will be applied and calculated based on actual costs.

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

Deliveries will be made by our partner carriers: CHRONOPOST, UPS or DHL, depending on the desired delivery time (NORMAL or EXPRESS) and the geographical area, within 1 to 4 days. **ZONE 3: Rest of the world**

Deliveries will be made by our partner carriers: CHRONOPOST, UPS, FEDEX, DPD or DHL, depending on the desired delivery time (NORMAL or EXPRESS) and the geographical area.

CUSTOMS DUTIES (OUTSIDE EUROPE):

Taxes on goods shipped outside Europe are payable by the recipient. LESCA LUNETIER cannot be held responsible for any additional customs fees or taxes charged by the recipient country.

Any goods refused by the recipient's customs service will be returned to LESCA LUNETIER's headquarters and the goods will only be refunded once any customs duties have been paid by the recipient.

ARTICLE 4.5 COMPLAINTS AND LEGAL WARRANTIES

The Customer shall check the conformity of the delivered Products in order to identify any potential anomalies concerning the delivery (e.g. missing or damaged products). Any reservations must be immediately notified in writing to LESCA LUNETIER's Customer Service Department, no later than 48 hours after receipt of the Products:

- by email to the following address: latelier@lescalunetier.com; or
- by telephone on +33 (0)4 42 50 63 09.

As this is a sale between professionals, the legal guarantees of conformity provided for in Articles L.217-4 et seq. of the French Consumer Code do not apply. The professional Customer only has the guarantee against hidden defects provided for in Articles 1641 et seq. of the Civil Code, subject to providing proof of the existence of a hidden defect affecting the Product and rendering it unfit for its intended use.

Article 5 After-sales service

The LESCA LUNETIER warranty only applies to manufacturing defects for a period of two (2) years from the date of sale of the product.

To benefit from the warranty, the Customer must provide proof of the date of sale to the end customer (copy of invoice, receipt or any other supporting document). In the absence of supporting documentation, the warranty shall run from the date of sale of the Product by LESCA LUNETIER to the Customer.

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

Upon receipt, LESCA LUNETIER will send the Customer the frame or the desired part (front, arm, hinge) if LESCA LUNETIER has it in stock, along with an invoice.

At the same time, the Customer shall send the defective frame to the warehouse:

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

Upon receipt, LESCA LUNETIER will send an email confirming whether or not the after-sales service request 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 must pay the invoice for the after-sales service. LESCA LUNETIER reserves the right to charge for after-sales service if it considers that it is not related to a manufacturing defect. In this case, the Customer will be informed by email that the after-sales service will not be covered.

The warranty does not cover the following cases:

- Misuse or improper handling of the Product by the Customer or the end customer;
- Normal wear and tear of the Product;
- Defects resulting from impact, a fall or any external event;
- Modification or repair carried out by a third party not authorised by LESCA LUNETIER.

Article 6 RETURNS AND EXCHANGES

In the event of problems or errors with orders, the Customer may return the frames to LESCA LUNETIER under certain conditions: the glasses must be in the same condition as when the Customer received them in their protective plastic packaging. LESCA LUNETIER reserves the right to refuse a product that has already been worn or damaged.

Products must be returned in their original packaging, unassembled, unworn and accompanied by the purchase invoice or delivery note.

Returns must be made within a maximum of thirty (30) days from receipt of the order, to the following address: LESCA LUNETIER J.FACTORY LOT 9 140 FREDERIC JOLIOT 13290 AIX EN PROVENCE France.

Return shipping costs are the responsibility of the Customer, except in cases of error attributable to LESCA LUNETIER.

LESCA LUNETIER will issue a refund or exchange within thirty (30) days of receiving and validating the return.

Article 7 SUSPENSION AND TERMINATION OF ACCOUNT

ARTICLE 7.1 TERMINATION BY LESCA LUNETIER

In the event of non-payment of sums owed to LESCA LUNETIER, LESCA LUNETIER may, without prejudice to any damages, automatically delete the Customer's account by sending a notification by email with acknowledgement of receipt.

LESCA LUNETIER also reserves the right to close the Customer's account when the turnover generated with LESCA LUNETIER is not sufficiently significant over a period of twelve (12) consecutive months. This closure will be notified by email 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 Area, notified to the Customer by email with thirty (30) days' notice;
- The Customer moving outside the Delivery Areas served by LESCA LUNETIER;
- Abusive and repeated complaints from the Customer;
- Inaccessible, dangerous or unsanitary delivery locations;
- Recurring theft or disappearance of Products.

In the event of non-compliance with the commitments in Article 1.3. (following an inspection by LESCA LUNETIER, in particular through visits to points of sale or on site, mystery audits or an analysis of the Customer's communication on the Products), LESCA LUNETIER will take the following steps:

- LESCA LUNETIER shall notify the Customer by email with acknowledgement of receipt or by registered letter with acknowledgement of receipt, sending a formal notice specifying the nature of the Customer's breaches, the corrective measures expected and the deadline granted to remedy the breaches, which may not be less than fifteen (15) calendar days;
- If the Customer does not remedy the breach, LESCA LUNETIER reserves the right to suspend the Customer's account, resulting in the inability to place new orders during the suspension period, the blocking of access to the Website for any new transactions and the maintenance of payment obligations for orders already placed. The suspension of the account shall be notified to the Customer by email with acknowledgement of receipt or by registered letter with acknowledgement of receipt. From the date of notification of the suspension, the Customer has

one (1) month to remedy the breaches identified and provide proof of this to LESCA LUNETIER. During this period, LESCA LUNETIER may carry out a further check to verify that the Customer is complying with their commitments. If the Customer complies with their commitments, LESCA LUNETIER will lift the suspension.

- If the Customer does not remedy the breaches identified, LESCA LUNETIER reserves the right to permanently close the Customer's account and refuse to sell any further Products to them, in addition to requiring the immediate removal of any reference to the LESCA brand from the Customer's communications. The permanent closure of the account shall be notified to the Customer by registered letter with acknowledgement of receipt.
- In the event of termination of the account for any reason whatsoever, the Customer shall remain liable for the payment of all sums due to LESCA LUNETIER in respect of orders placed prior to termination.

ARTICLE 7.2 TERMINATION BY THE CUSTOMER

The Customer may terminate the service at any time once their account balance is €0. Termination is carried out in the "My Account" section.

ARTICLE 7.3 EFFECTS OF TERMINATION

Regardless of the cause, termination entails:

- The obligation to cease all use of LESCA trademarks, logos and communication elements;
- The obligation to remove all references to the LESCA brand from their communication media (physical and digital) within fifteen (15) days of notification of termination;
- The obligation to pay all sums due.

Notwithstanding the closure of the account, LESCA LUNETIER undertakes to continue to honour after-sales service requests relating to Products sold by the Customer to its end customers for a period of two (2) years from the date of closure of the account, in accordance with the warranty conditions set out in Article 5 of these GTC.

Termination shall not prevent LESCA LUNETIER from taking any action for damages for any loss suffered as a result of the Customer's actions.

Article 8 Modifications to the GTC

LESCA LUNETIER reserves the right to unilaterally modify the GTC at any time and without notice by publishing a new version on the Website. From that point on, the GTC appearing on the Website shall prevail over the printed GTC.

By ticking the box on the Website button "I have read and accept the general terms and conditions of sale" at the end of the ordering process, the Customer acknowledges that they have read and accepted the GTC in their entirety without reservation.

The applicable GTC are those in force on the date of order confirmation.

Article 9 Liability

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

LESCA LUNETIER shall not be held liable in the event that the non-performance or poor performance of the obligations contained in the GTC is attributable to the Customer, for example due to an error when placing the order. LESCA LUNETIER shall not be held liable, and the Customer shall not be entitled to claim any compensation, in the event of difficulties or in *s* arising in the delivery of the Products or the return of an undelivered Product, due to the Customer, and in particular in the event that the Customer's identity and/or address prove to be incorrect. LESCA LUNETIER takes care to represent and describe the characteristics of the Products on the Website as accurately as possible. However, it cannot be held liable in the event of a non-substantial difference between the reproduction of the Products on the Website and the Products delivered.

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

LESCA LUNETIER cannot be held liable for any indirect damage suffered by the Customer, in particular operating losses, loss of customers, commercial disruption or loss of profits.

In any event, LESCA LUNETIER's liability is limited to the total amount of Products sold to the Customer during the six (6) months preceding the occurrence of the damage.

Article 10 Intellectual property

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

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

The use of any simple link or hyperlink to the <https://lescalunetier.com> Website, using the technique known as "framing" or "deep linking", is strictly prohibited.

The Customer is authorised to use the trademarks, logos and visuals provided by LESCA LUNETIER exclusively in the context of marketing the Products and in strict compliance with LESCA LUNETIER's graphic charter and guidelines.

Any non-compliant or unauthorised use of LESCA LUNETIER's intellectual property will result in the application of the provisions of Article 7.1 and may give rise to legal proceedings for infringement.

The Customer shall refrain from any action that may infringe LESCA LUNETIER's intellectual property rights, in particular any registration of a trademark, domain name or any other distinctive sign incorporating or reproducing the LESCA trademarks.

Article 11 Personal data

LESCA LUNETIER undertakes to respect the confidentiality of personal data provided by the Customer on the Website and to process such data in accordance with the General Data Protection Regulation (GDPR) and Law No. 78-17 of 6 January 1978 on information technology, files and civil liberties, as amended.

For more information, please click on the applicable link:

- for the personal data protection policy: <https://lescalunetier.com/politique-de-confidentialite/>
- for the cookie policy: <https://lescalunetier.com/politique-de-confidentialite/>

Article 12 Applicable law and competent jurisdiction

The GTC are subject to French law and the competent French courts.

In the event of a dispute between the Customer and LESCA LUNETIER, it is advisable for the Customer to contact LESCA LUNETIER's Customer Service Department by email at the following address: latelier@lescalunetier.com in order to reach an amicable agreement.

If no amicable agreement is reached within thirty (30) days of notification of the dispute, and in the case of a relationship between professionals, any dispute shall be subject to the exclusive jurisdiction of the Commercial Court of Aix-en-Provence, notwithstanding multiple defendants or the introduction of third parties, even for emergency or protective proceedings, in summary proceedings or by petition, in the exclusive interest of LESCA LUNETIER.