

**ARTICLE 1. SCOPE**

1.1 These general conditions (hereinafter “General Conditions”), as well as the references they contain, shall apply to any sales contract you (hereinafter the “Consumer”) conclude with SPRL Odette Lunettes, whose registered office is at 9120 BEVEREN, Bosbeek 3, registered with the Banque Carrefour des Entreprises under number: 0568.878.967, VAT number: BE0568878967, tel.: +32496496995, e-mail: contact@odettelunettes.com and bank account BE41 3631 4351 8210 (hereinafter “Odette Lunettes”).

1.2 The General Conditions apply on all orders and purchases from Odette Lunettes made by a Consumer.

1.3 Odette Lunettes reserves the right to modify the General Conditions. If applicable, Odette Lunettes will publish these modifications on its website. The General Conditions applicable at the time of a confirmation of an order, shall remain applicable for such order.

ARTICLE 2. ACCEPTANCE

2.1 The Consumer acknowledges having read the General Conditions. By confirming his Order, the Consumer acknowledges his acceptance of the General Conditions in their entirety and without reservation.

2.2 Acceptance of General Conditions also implies that the Consumer renounces entirely to the application of his own general or specific (purchase) conditions.

ARTICLE 3. PRODUCTS AND AVAILABILITY

3.1 Odette Lunettes sells sunglasses and sunglasses “made to order” that are also available with corrective lenses (hereinafter “Product” or “Products”).

3.2 The Products are manufactured according to the specifications indicated by the Consumer. Therefore, the Consumer must communicate these specifications (color code, model, size and quantity) carefully and completely.

3.3 In case Odette Lunettes, either for insufficient availability of products or force majeure, is unable to honour the Order, Odette Lunettes will contact the Consumer about this and he will be able to modify or cancel his Order without charge.

ARTICLE 4. ORDERS AND ACCOUNT

4.1 To order Products, the Consumer must provide Odette Lunettes with its relevant information. This information must be current and accurate. The Consumer information is protected in accordance with Article 17 hereof.

4.2 When the Consumer clicks on the button “validation of the order” via the website or confirms his specifications in a “Pop-Up” store, the order is definitively confirmed: the order is registered and the sale definitively concluded, unless the Products are unavailable in accordance with Article 3.3 or the order is refused by Odette Lunettes pursuant to Article 4.3, or if a Consumer making a distance purchase waives its right of withdrawal contained in Article 9 hereof (hereinafter “Order” or “Orders”). Any errors made during the input of the specifications of the Order can no longer be corrected. The purchase order is recorded in the computer files of Odette Lunettes, which are kept on a secure and durable medium.

4.3 Odette Lunettes reserves the right to refuse Orders within 30 days after receipt of the Order. An Order may, among other things, be canceled in case of an obvious price error.

4.4 After the sale is definitively concluded in accordance with Article 4.2, a confirmation of the Order (hereinafter “Confirmation”) is sent by email at the latest at the time of delivery of the Products, by Odette Lunettes to the Consumer at the email address mentioned by the Consumer at the time of placing the Order. The Confirmation is sent with an electronic copy of the invoice.

ARTICLE 5. PRICE AND PAYMENT

5.1 The prices of the Products indicated in the online or “Pop-Up” store of Odette Lunettes are inclusive of VAT. Only the prices mentioned at the time the Order is registered will be applied, except for obvious printing error or adjustment. If necessary, Odette Lunettes shall inform the Consumer thereof within 30 days from the date of the Order. The Consumer will then have the choice of accepting the new price or canceling the Order.

5.2 The prices mentioned in the online store do not include transportation costs, which will be free for deliveries in Belgium and billed to the Consumer on a fixed amount basis for deliveries to other countries. When buying outside Belgium, local taxes (i.e. customs fees, taxes) may be applied. These costs are the sole responsibility of the Consumer.

5.3 Orders must be paid immediately via the online payment method provided by Mollie. The terms of this payment system can be found via the following link: <https://www.mollie.com/be/terms>. Orders will be processed as soon as payment is received by Odette Lunettes.

ARTICLE 6. AGE RESTRICTION

Authorisation of a parent or tutor is required for Consumers of less than 18 years of age. The name and telephone number of the person giving such authorisation must appear in the “Message box” part of the Order.

ARTICLE 7. DELIVERY

7.1 Odette Lunettes will deliver the Product in accordance with the Order to the address that was mentioned in the Order. A change of address is only possible within 24 hours of your Order by telephone or via contact@odettelunettes.com.

7.2 Processing and distribution are provided by the DPD service center. When an order is shipped, the Consumer will receive an email containing a “track & trace” code to follow the progress of the Order.

7.3 Every effort is made to deliver the Order within seven (7) days. This delivery time is purely indicative. In case of abnormal delay, that is to say if the Order has not been delivered within thirty (30) days from the date of receipt of the Confirmation, the Consumer has the right, except in cases of force majeure on Odette Lunette’s side, to cancel the sale in writing and without judicial intervention or to request a replacement Product of equal value. The Consumer expressly waives any other possible recourse, in particular any claim for compensation in any form whatsoever.

7.4 In case several Products are ordered, every effort will be made to deliver all the Products in a single package. If this is not possible, Odette Lunettes will inform the Consumer by e-mail.

7.5 If the parcel or the Product appears obviously damaged upon receipt, the Consumer must notify this immediately, and at the latest within 48 hours, in writing, via contact@odettelunettes.com.

ARTICLE 8. RETENTION OF TITLE

8.1 Ownership of the Products will only be transferred to the Consumer after fulfillment of all obligations to Odette Lunettes pursuant to the delivery of the Order, including the payment of the agreed price, costs, interest and any other indemnities.

Without prejudice to this title retention clause, the risk is fully transferred to the Consumer at the time of the Order. From that moment on, the Consumer assumes, among others, the risk of loss, theft and partial or total destruction of the goods, including in cases of force majeure.

8.2 Until full ownership of the Products has been effectively transferred to the Consumer, it is expressly prohibited that the Consumer use the Products as payment or that they be pledged or encumbered whatsoever. The Consumer undertakes to immediately notify Odette Lunettes by registered mail of any seizure made by a third party of the Products sold.

ARTICLE 9. DISTANCE SALES

right of withdrawal of fourteen (14) days. Such delay begins the day of delivery.

9.2 This right may be exercised by notification to Odette Lunettes by e-mail or via the online retraction form which can be found on the website. The Consumer may return or exchange the Products purchased without providing any reason therefor as long as the Products are in their original state, undamaged and that no labelling or tags have been removed and that the Consumer can present a legal proof of purchase.

9.3 The right of withdrawal is excluded for Products which have been manufactured in accordance with the specifications of the Consumer and which are clearly intended for a specific person. This includes the pair of glasses with corrective lenses adapted for the Consumer.

9.4 If the Consumer wishes to exercise his right of withdrawal, the Products must be returned by the Consumer in their original packaging and in accordance with the provisions of Article 10 within fourteen (14) days after notification made in accordance with Article 9.2.

ARTICLE 10. RETURNS

10.1 The risks associated with shipment of a return are the responsibility of the Consumer. Each returned shipment must be packaged

according to the shipping instructions that are sent to the Consumer by email (traceable and sufficiently protected, so that the Products cannot move freely in the package).

10.2 All expenses related to a return are borne by the Consumer, with the exception of a returned Product that arrives damaged at the time of delivery or in case of the delivery of an incorrect Product. The costs of return shipping will then be reimbursed by Odette Lunettes and the replacement Product will be sent free of charge as soon as possible. If it appears during return Product testing that the nature, characteristics or operation of the Products have been altered, then these costs will be charged to the Consumer.

10.3 Without prejudice to any legal obligations, Odette Lunettes does not accept for return any Products whose nature, characteristics or operation have been altered. This is evaluated by Odette Lunettes upon receipt of the return shipment.

ARTICLE 11. WARRANTY

11.1 Any claim relating to a defect of conformity existing at the time of delivery of the Products and which manifests itself within two (2) years from the date of delivery, shall be notified in writing to Odette Lunettes within two (2) months from the discovery of the defect. In the absence of such notification to Odette Lunettes within two (2) months following its discovery, the Consumer loses his right to claim against Odette Lunettes for defect of conformity.

11.2 Any written notification to Odette Lunettes as described above must contain a detailed description of non-conformity.

11.3 The Consumer may choose either a repair or a free replacement of the Product. If repair or replacement proves impossible, the Consumer may require either a price reduction or a contract resolution.

11.4 The Products must be returned in accordance with Article 10.

ARTICLE 12. RESPONSIBILITY

12.1 The responsibility of Odette Lunettes to the Consumer is limited to the performance of its legal obligations.

12.2 If, and to the extent that, notwithstanding the provisions of this Article, the liability

of Odette Lunettes to the Consumer should be incurred, for whatever reason, such liability would in any event be limited to the amount of the Order (VAT included).

ARTICLE 13. USER MANUAL

13.1 The Consumer agrees to comply with the following instructions to ensure the optimal use of each Product:

- Clean the lenses of your glasses with the supplied microfiber cloth. Do not use wet wipes containing alcohol or other corrosive substances.
- Do not expose the glasses to high temperatures for long periods of time, for example on the dashboard of a car under a blazing sun; the frame could become deformed and the glasses could be damaged.
- Sunglasses (with corrective lenses) are not suitable for driving in the darkness.
- Keep out of reach of children.

ARTICLE 14. GIFT CERTIFICATES

14.1 Odette Lunettes gift certificates can be purchased. The exact end of use date appears on the gift certificates.

14.2 Gift certificates can only be exchanged for Odette Lunettes Products in a "Pop-Up" store or through the online shop. Gift certificates may not be exchanged for money or used for the purchase of other Odette Lunettes gift certificates. Gift certificates may not be combined with other discount codes or promotions.

14.3 If the gift certificate is insufficient to pay the amount of the Order placed, the difference must be paid in accordance with Article 5.

14.4 It is not possible to return an Order paid using a gift certificate.

14.5 Odette Lunettes is not responsible for the loss, theft, damage or unauthorized use of gift certificates.

ARTICLE 15. INTELLECTUAL PROPERTY

All intellectual property rights (such as copyrights, logos, trademarks, verbal or other marks) on the Products, texts, visual materials and all other creations of Odette Lunettes, remain the exclusive property of Odette Lunettes. Any total or partial reproduction of the Odette Lunettes catalog is strictly forbidden, without prior written authorization.

ARTICLE 16. PRODUCT INFORMATION

16.1 Odette Lunettes presents its Products with all the necessary characteristics so that the Consumer knows the essential characteristics of the Products before ordering and can place an Order with full knowledge thereof.

16.2 The information, texts, photographs and illustrations with which the Products are presented are purely informative and do not constitute contractual documents. Odette Lunettes cannot be held responsible if the information, texts, photographs or illustrations provided contain errors or omissions. Odette Lunettes warns the Consumer that, depending upon the tool used to view the photographs or illustrations, the colors, sizes, textures or materials of the Products on the website may differ from reality and that Odette Lunettes may not in any way or case be held responsible therefor.

ARTICLE 17. PRIVACY POLICY

17.1 Odette Lunettes processes the Consumer's data in a strictly confidential manner, in accordance with European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 EC (General Data Protection Regulation). The Consumer has a right of access to, can correct this data and oppose its processing for direct marketing purposes by sending an email to contact@odettelunettes.com. Odette Lunettes agrees not to disclose Consumer information to third parties. For further information, the Consumer may contact the Commission for the Protection of Privacy (Rue de la Presse 35, 1000 Brussels, Tel.: +32 (0) 2 274 48 00, Fax: +32 (0) 2 274 48 35 E-mail: commission@privacycommission.be).

17.2 The Odette Lunettes website uses cookies. Cookies are small text files stored on the hard drive or in the user's computer memory. Cookies are used to keep track of preferences that have been set, such as language settings. If cookies are not accepted, some functions may not work optimally, or certain services may not be useable.

17.3 A Consumer may visit the Odette Lunettes website to view its content without having to disclose personal information. Any personal information of the Consumer is provided to Odette Lunettes on a voluntary basis, for instance while placing an Order, signing-up for a newsletter or in other similar circumstances. If a Consumer responds to a promotion or

participates in a contest, Odette Lunettes will require the Consumer's name, address and email. This information will be used by Odette Lunettes to complete the promotion, announce the winner(s) of a contest and assess the responses to its marketing campaigns.

ARTICLE 18. APPLICABLE LAW

All contracts concluded between Odette Lunettes and the Consumer are exclusively governed by Belgian law.