



# ODETTE LUNETTES

## GENERAL TERMS AND CONDITIONS – VERSION 18/05/2021 – COMPANIES AND ENTERPRISES

### ARTICLE 1. SCOPE

1.1 These general terms and conditions (hereinafter "General Terms and Conditions"), together with the references which they contain, apply to all sales contracts which you (hereinafter "Customer") conclude with Odette Lunettes BVBA, with registered office at Bosbeek 3, 9120 BEVEREN, Belgium, registered in the Crossroads Bank of Enterprises under the number 0568.878.967. VAT number: BE0568878967, tel: +32472823448, e-mail: [contact@odettelunettes.com](mailto:contact@odettelunettes.com) and bank account number BE41 3631 4351 8210 (hereinafter "Odette Lunettes").

1.2 The General Conditions apply on all orders and purchases made via the platform <http://odettelunettes-dealers.com> (hereinafter "Dealerplatform"), by email, by phone or by postal service.

1.3 Odette Lunettes reserves the right to modify the General Conditions. If applicable, Odette Lunettes will publish these modifications on its website ([www.odettelunettes.com](http://www.odettelunettes.com), hereinafter "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 General Conditions are published on the Website. The Customer acknowledges having read the General Conditions. By confirming its Order, the Customer acknowledges its acceptance of the General Conditions in their entirety and without reservation.

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

### ARTICLE 3. PRODUCTS AND AVAILABILITY

3.1 Odette Lunettes sells eyewear frames and sunglasses that are also available with corrective lenses and accessories (hereinafter "Product" or "Products").

3.2 The Products are delivered according to the specifications indicated by the Customer via the website, sent by post or email or communicated by telephone. Therefore, the Customer 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 Customer about this and it will be able to modify or cancel its Order without charge.

### ARTICLE 4. ORDERS AND ACCOUNT

4.1 To order Products, the Customer must provide Odette Lunettes with its company information. This information must be current and accurate.

4.2 When the Customer clicks on the button "validation of the order" via the website, places an order by post, email or by telephone, 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 (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 be canceled in case of an erroneous price indication, non-payment of previous orders or if Odette Lunettes believes that the Products have too often been returned or lost in the past.

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 Customer at the email address mentioned by the Customer at the time of placing the Order. The Confirmation is sent with an electronic copy of the invoice.

### ARTICLE 5. LOYALTY PROGRAM

5.1 The Customer confirms to know the loyalty program and to consider it as an incentive for positive cooperation without purchase obligation(s).

### ARTICLE 6. PRICE AND PAYMENT

6.1 The prices of the Products indicated in the online store of Odette Lunettes are exclusive of VAT. Only the prices mentioned on the website <http://odettelunettes-dealers.com/> at the time the Order is registered will be applied, except for printing- or adjustment error. If necessary, Odette Lunettes shall inform the Customer thereof within thirty (30) days from the date of the Order. The Customer will then have the choice of accepting the new price or canceling the Order. The prices mentioned in the online store do not include transportation costs, which will be billed separately to the Customer. The transport costs are determined by the conditions of the loyalty program applicable in the country where the Customer is located.

6.2 When buying outside Belgium, local taxes (i.e. customs fees, taxes) may be applied. These costs are the sole responsibility of the Customer.

6.3 Odette Lunettes accepts different payment methods for an order. The Order can be paid immediately through the online payment service organized by an external party with its own terms and conditions. The Customer can also pay by bank transfer, Paypal, credit card or sepa and this as stated on the invoice within 30 (thirty) days. If the Customer chooses to pay by Sepa or credit card, whereby the Customer gives Odette Lunettes the right to collect payments directly from the Customer's bank account, Odette Lunettes accepts payment of the invoice in two parts, the first half being collected after 30 (thirty) days, and the second half after 60 (sixty) days of the date of the invoice. The following additional billing conditions apply on all orders: In the event of non-payment on the due date, compensation will be payable equal to 10% of the amount of the unpaid invoices, with a minimum of € 100.00, by operation of law and without any prior notice of default being required. - Any delay in payment shall give rise to the payment of interest on arrears equal to the statutory rate as determined by the legislator in the law on combating late payment in commercial transactions in respect of the unpaid amounts from the invoice date, such interest to be paid ipso jure and without any notice of default being required.

### ARTICLE 7. DELIVERY

7.1 Odette Lunettes delivers the Product according to the placed Order to the address indicated at the time of the Order. Change of address is only possible within 24 hours of placing your Order by telephone or via [contact@odettelunettes.com](mailto:contact@odettelunettes.com).

7.2 When an order is shipped, the Customer 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 Customer 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 Customer expressly waives any other possible recourse, in particular any claim for compensation in any form whatsoever.

### ARTICLE 8. RETENTION OF TITLE

8.1 Ownership of the Products will only be transferred to the Customer 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. Notwithstanding the retention of title set out above, the risk is fully transferred to the Customer at the time of the Order. From that moment on, the Customer 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 Customer, it is expressly prohibited that the Customer uses the Products as payment or that they be pledged or encumbered whatsoever. The Customer undertakes to immediately notify Odette Lunettes by e-mail and by registered letter of any seizure made by a third party of the Products sold.

8.3 The Customer has a duty of care with respect to the Products which are subject to the retention of title and must store them in perfect condition in a clean and appropriate place in accordance with the highest standards and safety requirements applicable in the industry.

8.4 The Customer undertakes to inform Odette Lunettes in case the Products are stored in a place that it does not own and will communicate to Odette Lunettes the identity of the such owner at the request of Odette Lunettes.

### ARTICLE 9. NON-COMPLIANCE

9.1 Odette Lunettes seeks to comply with all laws, regulations, recommendations and quality standards for the Products.

9.2 Odette Lunettes will ensure that the Products and materials used are free from visible defects on delivery, and that they comply with the Order, the state of the art and the normal requirements of usability, reliability and durability.

9.3 The Customer undertakes to immediately receive the Products upon delivery, to check them and in the case of any visible defects to (i) inform the transporter and have him/her note the defects on the delivery note of the transporter (ii) inform Odette Lunettes in writing without delay and no later than 48 hours after receipt. This notification must contain a detailed description of the defect. Claims for visible defects are valid and are only examined if the Products sold have not yet been used by the Customer. These claims do not however suspend the payment obligation on the part of the Customer.

9.4 The responsibility of Odette Lunettes for any hidden defects on Products delivered by Odette Lunettes is limited to defects that appear within twenty four (24) months after delivery of the Products. Any hidden defect must in any case be reported to Odette Lunettes by registered mail immediately and no later than seven (7) days after discovery of the defect, under penalty of forfeiture of the claim. This notification must contain a detailed description of the defect. Claims for hidden defects do not however suspend the payment obligation on the part of the Customer.

9.5 In case of manufacturing error, that is to say when 5% of a Product has exactly the same defect, the Customer has the opportunity to exchange the Product within two (2) years. Returns will be processed within two (2) weeks and Odette Lunettes will send its assessment to the Customer in writing after analysis. If a manufacturing error was detected but the Product is not in stock, settlement will be in the form of an additional delivery made with the next paid Order. Such returns are accepted only with the prior written consent of Odette Lunettes. The costs and risks associated with return shipments are borne by the Customer. Each return shipment must be packed in an insured parcel, traceable and sufficiently protected so that the Product cannot move freely in its package.

### ARTICLE 10. USER MANUAL

10.1 The Customer agrees to communicate the following instructions to each end user 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.

10.2 Each Product must be stored in an adequate space so that it cannot be damaged.

10.3 The glasses must be mounted according to the rules of the art to avoid damage.

### ARTICLE 11. PROMOTION AND PUBLIC RELATIONS

11.1 There is no obligation to promote.

11.2 Odette Lunettes provides photos and video material as promotional material that can be requested in digital format via the Dealerplatform. The use of own promotional materials and any promotional campaigns are subject to mandatory written notice to Odette Lunettes and approval by Odette Lunettes before any use. Odette Lunettes undertakes to respond to such requests within a reasonable time.

11.3 The Customer may request the use of Odette Lunettes display material in writing. Odette Lunettes reserves the right to charge a fee for this, which, if necessary, must be paid before the material is sent to the Customer. Odette Lunettes undertakes to respond to such requests within a reasonable period. The Odette Lunettes display material always remains the property of Odette Lunettes.

11.4 Odette Lunettes provides a "store locator" on its Website so that the end consumer can find the nearest sales location for the Products. The Customer agrees that its relevant details be made available to the end consumer.

### ARTICLE 12. ODETTE STORES AND ONLINE SALES

12.1 Odette Lunettes reserves the right to open "Pop-Up" or "Flagship" stores at places and times of its choice. The Customer recognizes this right and abstains from any opposition or negative publicity in this respect.

12.2 Odette Lunettes reserves the right to sell its Products online on its Website to end consumers. The Customer recognizes this right of sales online and abstains from any opposition or negative publicity in this respect.

### ARTICLE 13. AFTER-SALES SERVICES

13.1 The Customer commits to offering an after-sales service to the end consumer.

13.2 The Customer commits to offering the same after-sales service to end consumers who have purchased Products online or in a "Pop-Up" / "Flagship" store. The Customer cannot refuse to provide this after-sales service.

13.3 Odette Lunettes reserves the right to determine, in its sole discretion, the outcome of claims for after-sales services.

### ARTICLE 14. INTELLECTUAL PROPERTY

14.1 All intellectual property rights (such as: copyrights, logos, word marks) on the Products, texts, pictures and all other creations by Odette Lunettes, belong exclusively to Odette Lunettes. Any reproduction in whole or in part of the Odette Lunettes catalogue is strictly forbidden without prior written consent.

### ARTICLE 15. PRIVACY POLICY

15.1 Odette Lunettes treats the Customer's personal data in accordance with the applicable legislation in Belgium on the protection and processing of personal data and in accordance with its data protection policy, published on the website.

### ARTICLE 16. PRODUCT INFORMATION

16.1 Odette Lunettes presents its Products with all the necessary characteristics so that the Customer 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 Customer 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. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1 All contracts concluded between Odette Lunettes and the Customer are exclusively governed by Belgian law, with the exclusion of the Vienna Sales Convention.

17.2 Any dispute between the parties shall fall within the exclusive jurisdiction of the courts within the judicial district of the registered office of Odette Lunettes.