

Terms and conditions of sale 2024

Article 1: Generalities

CHARMANT France, a limited liability company with capital of 9,532,112 euros, whose Head Office is located at the following address: CHARMANT France Front Office, 12-16 rue Sarah Bernhardt, Asnières-sur-Seine - 92600 in FRANCE. Registered with the Nanterre Trade and Companies Register under number 421 382 292, it commercializes optical, or sunglass frames designed and manufactured by the CHARMANT Group and CHARMANT France, hereinafter referred to as the Vendor, to optical professionals.

The present conditions of sale apply to all sales concluded by CHARMANT FRANCE with its professional customers, hereinafter referred to as the Buyer.

Sales by CHARMANT France are governed exclusively by French law.

The general terms and conditions of sale apply whenever an order is placed with the Vendor or its representatives.

Placing an order implies total and unreserved acceptance by the customer of these terms and conditions of sale, which the buyer acknowledges having read and accepted.

Article 2: Definition

An order is the action whereby the Buyer enters into a contract with Charmant for the purchase of eyeglass frames. To be valid, this order must meet the conditions for the formation of a contract as defined in article 1108 of the French Civil Code.

The sale of optical frames falls within the scope of the French Public Health Code, which defines the trade in medical devices. As a result, the sale of these products by CHARMANT is reserved for opticians as defined in article L4362-1 et seq. of the same code.

The sale of sunglasses is not subject to any restrictions and is open to all professional buyers as part of their commercial activity.

Article 3: Formation and validation of the order

Orders can be placed in one of 3 ways:

Via customer service: orders can be placed by telephone or e-mail (uk-support@charmant.eu) with the head office customer service department.

Via the internet: Customers can enter their order directly on the professional area of the www.charmant.fr website. Access codes can be requested at uk-support@charmant.eu.

Via NEG Customer Service: orders can be placed with NEG who will forward them to Charmant France for treatment purposes

These terms and conditions must be accepted by ticking a box when the order is validated.

Acceptance of the order does not imply any right of exclusivity in favour of the customer.

It should be noted that the withdrawal period defined in article L121-16-1 of the French Consumer Code applies when the contract is concluded away from the company's premises, when the subject of the contract does not fall within the company's main field of activity, and when the number of employees in the company is less than or equal to five.

In this case, the fact that the purchaser is a professional optician precludes them from benefiting from a withdrawal period.

Article 4 : Opticians Price List (OPL)

The catalogue of products commercialized by CHARMANT FRANCE is available at www.charmant.fr. The sales prices of products are quoted exclusive of VAT.

All shipments have a delivery charge of £4.95.

CHARMANT France

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contact@charmant.fr | www.charmant.fr

 Charmant Eyewear Europe |  [charmant_eyewear_europe](https://www.instagram.com/charmant_eyewear_europe) |  CHARMANT Group

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Article 5: Delivery and shipping date

Delivery dates or deadlines are given in good faith and for guidance only.

Exceeding delivery times may not give rise to withholding of the order price, compensation, cancellation of orders in progress, or refusal of acceptance by the purchaser.

CHARMANT FRANCE products travel at the recipient's risk.

In the event of damage, shortage, apparent defect or non-conformity of the product delivered with the product ordered, the recipient must make all necessary observations and confirm his reservations by extrajudicial act or by registered letter with acknowledgement of receipt to the carrier within eight days of receipt of the goods, in accordance with article 105 of the French Commercial Code.

Article 6: Intellectual property (advertising-models-trademarks)

The application of these general terms and conditions of sale does not give the Customer any right to reproduce models and/or trademarks and any other distinctive sign such as brand names, logos, drawings, models, displays, advertising, posters or other related items, which are the property or exclusive right of CHARMANT FRANCE.

Furthermore, the Customer shall not modify the products or their presentation. Any use or reproduction is subject to the prior and express authorization of CHARMANT FRANCE's head office, which reserves the right to accept or refuse it and to order immediate communication, without prior formal notice, at any time and in any place, at the sole initiative of CHARMANT FRANCE.

Article 7: Relations with independent opticians and central group PK National Eyecare Group Ltd (NEG)

Charmant France has appointed NEG as its exclusive partner for independent opticians in the United Kingdom. Buyers wishing to order products from the CHARMANT France catalogue must join NEG, which will act as the intermediary mandated to negotiate the special conditions of the sales contract.

The special terms of the contract stipulate that NEG will act as del credere for its members and will remain liable for payment of all invoices.

Article 8: Invoicing and payment conditions.

All orders, including after-sales orders, will be invoiced to NEG by Charmant France on a consolidated monthly basis and will be settled within 30 days date of invoice to the independent opticians.

In the event of non-payment on the due date, late payment interest will be payable from the day following the payment date shown on the invoice, calculated on the basis of three times the current legal interest rate.

The fixed indemnity for collection costs referred to in article D441-5 of the French Commercial Code, set at 40 euros per invoice, will be applicable.

In addition, CHARMANT FRANCE may suspend all orders in progress, without prejudice to any other course of action.

Article 9: Force majeure

The occurrence of a case of force majeure has the effect of suspending the execution of CHARMANT FRANCE's obligations. A case of force majeure is defined as any event beyond the control of CHARMANT FRANCE that impedes its normal operation at the manufacturing or shipping stage. In particular, the following constitute cases of force majeure

total or partial strikes hindering the proper functioning of CHARMANT FRANCE or that of one of its suppliers, subcontractors or carriers, as well as interruptions in transport, energy supplies, raw materials or spare parts.

Article 11: Property reserve and transfer of risk.

CHARMANT FRANCE retains ownership of the products delivered until full payment of the price, principal and interest; the submission of a bill of exchange or any other document creating an obligation to pay does not constitute payment.

The transfer of risk from CHARMANT FRANCE to the customer takes place upon delivery.

The customer is expressly forbidden to give the frames to a third party as a guarantee of payment. In the event of seizure of these products by a third party, the Customer must immediately inform CHARMANT France and NEG

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In the event of non-payment of the price on the agreed due date, CHARMANT France may take back the products and the sale will be automatically cancelled if it sees fit. The customer will remain liable for the frames sold between the date of delivery and the date on which the products are taken back.

Article 12: Trade After-sales warranty.

CHARMANT FRANCE guarantees the products against any damage caused to the frames under normal conditions of use, for a period of 3 years for optical frames and 18 months for sunglasses, from the date of sale to the optician.

All claims must be made in writing by the purchaser within the above-mentioned time limits and must be duly documented. This warranty is strictly limited to the repair or replacement of products and does not cover normal wear and tear.

Only defects identified and recognized by mutual agreement between CHARMANT France, and the customer may entitle the customer to free replacement of defective products.

Beyond this date and while stocks last, any exchange (complete frames) or supply of spare parts (face, temples, etc.) will be invoiced at the updated OPL catalogue price.

All parts, repairs and replacement requests must be made exclusively through the website and its process of simplified after-sales service, which does not require the return of defective parts. These terms and conditions must be accepted by ticking a box when validating the after-sales service order.

Article 12: Cancellation

CHARMANT France reserves the right to cancel any order placed by the Buyer with immediate effect and without prior notice in the event of breach of contract or of these General Terms and Conditions by the Buyer.

Article 13 : Attribution of jurisdictions, applicable law

The Commercial Court of Nanterre (Hauts de Seine) shall have exclusive jurisdiction over any dispute arising from the application of the General and Special Terms and Conditions of Sale, even in the event of warranty claims or multiple defendants. All orders imply the buyer's full and unreserved acceptance of these General Terms and Conditions of Sale.

Any deviation from these General Terms and Conditions of Sale is subject to the express written agreement of CHARMANT France, given at the latest when the order is accepted. Any derogation thus accepted is applicable only to the sale in question, and the customer may not invoke it for other sales.

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