

GENERAL TERMS

Études Men & Women Collection

Études Blue*

Minimum order 5 000€ per collection

Minimum 4 units per color, per style

* No minimum amount with a main Men or Women order – 4 units per color, per style

Études X Keith Haring

Delivery: January / February 2020

Minimum: 4 styles & 4 units per style

Payment: same as main terms

Études X Chloe Wise

Delivery: January / February 2020

Minimum: 4 styles & 4 units per style

Payment: same as main terms

Études X ArkAir

Delivery: December 2019 / January 2020

No minimum style & 4 units per style

Payment: same as main terms

Études X Wikipedia

Delivery: January / February 2020

Minimum: 4 styles & 4 units per style

Payment: same as main terms

Études X Adieu

Delivery: January / February 2020

No minimum style & 4 units per style

Payment: 30% deposit – 70% 30 days net *

* Invoiced and delivered by Adieu

Études X Porter

Delivery: December 2019 / January 2020

Minimum: 2 styles & 3 units per style

Payment: same as main terms

Études Sunglasses

Delivery: September 2019

No minimum style & 12 units per style

Payment: 30% deposit – 70% 30 days net *

* Invoiced and delivered by PM Paris

Accounts

Currency is € on orders and invoices

Price don't include freight costs & customs duties

30% Deposit - Balance paid before shipment

Payment by credit card accepted, additional 1% fee will be apply

TERMS AND CONDITIONS OF SALE

Any and all orders imply the full acceptance without reservations whatsoever on the part of the buyer of the following terms and conditions. These shall therefore not be overridden by any clause mentioned in the correspondence or on any order form received from our customers.

All orders are final upon signature.

Any order cancellation on the part of the buyer shall be considered only if such cancellation is received in our offices by return-receipt registered mail, or by fax, ten days at the latest after the order was written. After such period has elapsed, any order cancellation received by seller whether by mail or fax and/or any failure to take delivery of merchandize delivered by carrier on the part of the buyer shall not be admissible and therefore make the latter liable to an indemnity payable as a lump sum in an amount equal to 40 % of the total amount of the order inclusive of all tax, within fifteen days after such cancellation or modification was made, as a compensation to the seller. After such fifteen-day period, a 100 Euro per day periodic penalty payment shall be automatically levied without precluding of any legal interest.

Any order modification on the part of the buyer shall be taken into consideration only if such modification is sent by return-receipt registered mail, ten days at the latest after the order was placed. After such period no change shall be taken into account unless agreed by seller. Orders shall only be fulfilled subject to the procurement or manufacturing abilities of the seller. Deliveries shall be made only based upon availability. Seller may make full or partial deliveries. Late deliveries can in no way give rise to damages nor to any withholding, as such delivery times are merely indicative.

Seller reserves the right to make any change it deems necessary to its products without having to effect such change on products previously delivered or currently on order. Seller reserves the right to use the shipping company of his choice at the time of delivery.

Any delivery shall be deemed accepted as soon as seller has signed off on carrier's release after making sure that the shipment is intact or after having made proper reservations if the shipment exhibits any damage. Any order shall be deemed cancelled upon initiative of buyer, if the latter refuses delivery of his package from the carrier. Without precluding of any action to be taken with regard to the carrier, all claims as to apparent damage or concerning non-compliance of the product delivered with the product ordered or the shipping voucher must be made by return receipt registered letter within 48 hours of the receipt of such merchandize.

Any return shall be automatically rejected upon arrival if it is not preceded by a claim from the buyer following the mistakes set forth in the previous article along with the written consent of the seller. Such consent shall in no way imply any acknowledgement whatsoever with respect to the appropriateness of the claims of the buyer. All shipping expenses shall be borne by the buyer. The validity of seller's written consent or return voucher shall not exceed 10 days as of the date of receipt of such by buyer.

Prices are quoted free warehouse, therefore and unless expressly otherwise agreed by the parties, shipping charges shall be borne by the buyer.

In case of late payment, seller may suspend all pending orders, without precluding of any other recourse. If 48 hours after notice has been given, payment is still in default, seller may with full legal right and at his own discretion realize the sale, and can further, through emergency proceedings seek to gain recovery of the product, without relinquishing any other damages whatsoever. The decision shall not only apply to the order in question, but also to all previous unpaid orders, whether they be delivered or pending and whether payment be due or not. In case of payment by negotiable documents, failure to return same documents by the end of the 48-hour period shall be construed as a refusal to accept assimilated to a failure to pay. Failure to make a single payment on time shall make seller's claim due in full without prior notice. In case of default on the part of the debtor, the sums recovered by way of contentions collection shall automatically be increased by a 100 euro per day late fee in addition to late interest.

Pursuant to law 80-335 of May 12 1980, goods delivered shall remain the property of the seller until payment in full of the agreed price. Should a single due date not be met, seller reserves the right to recover any and all merchandize delivered and unpaid at that time which may have remained in the possession of the buyer. It is expressly agreed that in case of a dispute, the commercial chamber of the District Court of Paris - "chambre commerciale du tribunal d'instance / de grande instance de Paris" shall be the only competent venue. The parties expressly agree to such domiciliary clause.