

# CONDITIONS OF SALE

## MONTBLANC AUSTRALIA. E-BOUTIQUE & CLIENT RELATIONS CENTER

Last updated: August 2023

### About Montblanc and These Conditions of Sale

These Conditions of Sale apply to any sales of Montblanc products or services that you may order from Montblanc, a division of Richemont Australia Pty. Limited, using the website and/or any associated mobile or digital applications that refer to these Conditions of Sale (together, the “**Platforms**”) or by e-mail or telephone via a boutique or our client relations center (the “**Client Relations Center**”) or by e-mail or phone at a distance or at an event outside of the Montblanc boutique via the relevant retail boutique of Montblanc using Pay-by-Link (“**Remote Boutique**”).

Montblanc, a division of Richemont Australia Pty. Limited, has its registered offices at Level 8, 74 Castlereagh Street, Sydney NSW 2000, Australia (**Montblanc** and “**we**”, “**us**” and “**our**”).

Montblanc, a division of Richemont Australia Pty. Limited, is an affiliate of Montblanc-Simplo GmbH, which owns and edits the Platforms pursuant to the [Terms of Use](#), Richemont Australia Pty. Limited is responsible for our information collection practices pursuant to the terms of the [Privacy Policy](#). By placing an order, you agree to be bound by the [Terms of Use](#) and [Privacy Policy](#), the terms of which are incorporated into these Conditions of Sale.

**Please read these Conditions of Sale carefully. These Conditions of Sale are applicable to any order placed through the Platforms, Client Relations Center or Remote Boutique (together the “Sales Channels”), and include an agreement to arbitrate any disputes on an individual basis. Please note that before placing an order for products or services, you will be asked to agree to these Conditions of Sale. If you do not agree to these Conditions of Sale, then you will not be able to order any products or services through the Sales Channels. Sales concluded in person through physical points of sale (such as our retail boutiques) or third parties (such as authorized retailers) are not subject to these Conditions of Sale.**

### Updates to These Conditions of Sale

We may make changes from time to time to these Conditions of Sale so please check back regularly to keep informed of updates. The latest version of these Conditions of Sale will always be available on the Platforms. Any new version of these Conditions of Sale shall take effect immediately upon the date of

posting and will govern any orders of products or services made as from that date. Any changes to the Conditions of Sale made after you have placed an order will not affect that order and your relationship with us, except as may be required by applicable law.

## **Purchasing Eligibility**

Only individuals (and not legal entities) who (a) have reached the age of legal majority required to enter into contracts (eighteen); (b) have legal capacity to enter into contracts; and (c) have a shipping address in Australia may order products through the Sales Channels. If you are under the age of legal majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and they will be asked to agree to these Conditions of Sale.

By placing an order through the Sales Channels, you represent and warrant that you are a bona fide end-user customer purchasing for your own or another's personal use and will not deliver, sell or otherwise distribute our products or purchase our products or services for commercial purposes.

## **Product Availability & Quantity**

All orders placed through the Sales Channels are subject to availability and acceptance of such orders by us. Products shown on the Platforms that cannot be added to the shopping bag are not available for sale via the Platforms. The Client Relations Center or Remote Boutique (as applicable) can provide more information as regards to these products. For information about the order process, please refer to our Order Process section below.

Quantity limits may apply in relation to orders for certain products. We reserve the right to refuse at any moment in time, without prior notice, orders exceeding a certain number of authorized products.

## **Account Registration & Guest Checkout**

To place an order through the Platforms, you may either register and create an online account, or place an order as a guest without creating an online account by selecting the "Guest Checkout" option. Where you place an order as a guest, we may still create an account on our internal systems to record your purchase(s).

## **Personalized Services**

Personalization services (for example engraving or embossing) or other services may be available on a selection of products. If you wish to have your product personalized and if available and indicated, please provide the details in the Sales Channels as requested.

We reserve the right to withhold or refuse acceptance of any order for personalized products, or with a message card, that contains language that is objectionable, unlawful or contrary to our policies. You are responsible for ensuring that any wording you provide for personalizing products is correct.

In addition, orders for personalized products cannot be cancelled and such products that have been personalized in any way or otherwise made to your bespoke specifications cannot be returned to us for exchange or refund (except where defective), and are considered final upon receipt of a written Acknowledgement of Order and can therefore not be cancelled, as described in these Conditions of Sale. This does not affect your consumer rights under the law.

## Order Process

The order process of the Platforms will include the following:

- **Add to Shopping Bag:** Once you have chosen a product, you may place this product in your shopping bag. You may then decide to continue shopping for other products and add them to your shopping bag (subject to availability and quantity limits). Placing an item in your shopping bag does not guarantee availability for purchase, which is not confirmed until you receive a written Confirmation of Order & Shipment (not the Acknowledgement of Order), except for personalized products, where our Acknowledgement of Order constitutes our acceptance of your order and indicates the existence of a binding sales contract.
- **Guest/My Account Checkout:** When you are ready, you then proceed to “Checkout”, either as a guest or through your registered account. You may also remove one or several products you have selected from the shopping bag as part of the checkout process.
- **Delivery, Review and Payment:** As part of the checkout process, you add and review your order details and personal information (including e-mail, shipping address, billing address and payment information). You should carefully check and confirm all details on the order summary page before placing your order.
- **Placing of Order:** You then check the relevant box and place your order.

In the case of an order being placed through the Client Relations Center or Remote Boutique, the Montblanc ambassador will walk you through the steps above and verbally ask you to confirm the details of your order.

We reserve the right, in our sole discretion, to refuse, cancel and terminate orders at any time on reasonable grounds. For example, we may refuse, terminate or cancel your order if there is an ongoing dispute concerning payment of a prior order or if we suspect, in our sole discretion, that you have engaged in (i) fraudulent activities; (ii) the import of product activities which we have not intended; or (iii) have otherwise violated these Conditions of Sale, including for example any engraving that contains language that is objectionable, unlawful or contrary to our policies.

## Prices, Taxes and Shipping Costs

All prices shown on the product pages of the Platforms or quoted by the Client Relations Center or Remote Boutique include Goods & Service Tax (GST) but exclude shipping costs and other taxes unless otherwise stated.

The applicable currency will be updated based on the shipping destination after you provide us with the delivery address and will be shown in your shopping bag before you place your order. You should check updated prices and currency carefully.

Sales, use or other taxes will vary based on the location to which products are being shipped.

Shipping costs, if any, are described in the Shipping Policy below or on the Sales Channels. Shipping costs are not stated on the product pages but will be added to the product price after you have chosen your delivery options. These costs will be summarised before you are asked to confirm and place your order and will also be reflected in our email correspondence with you once you have chosen your delivery options.

Please note that sales taxes associated with your purchase will vary based on the location to which products are being shipped and will be presented before you place your order.

We reserve the right to modify prices and delivery costs at any time without prior notice. The price of a product and delivery costs displayed on the Platforms or quoted by the Client Relations Center, as indicated at the time we provide you with a Confirmation of Order, will be honoured by us.

We take reasonable care that the prices of products and delivery costs are correct at the time when the relevant information was entered into the system or communicated to you via the Client Relations Center or Remote Boutique. However, it is always possible that, despite our reasonable efforts, some of the products offered through our Sales Channels or delivery costs may be incorrectly priced. If any of the products you place an order for or any delivery costs are incorrectly priced, we will contact you as soon as possible to inform you of this error. If we are unable to contact you using the contact details you have provided during the order process, we will cancel the order and notify you in writing. If we mistakenly accept and process your order where a pricing or delivery cost error occurs, we may cancel supply of the product and refund you any sums you have paid.

Please note that changes to applicable law between the date your order is placed and the date you are sent a written Confirmation of Order & Shipment may result in changes to the taxes associated with your order. If the resulting change is an increase in the taxes that you are charged, we will contact you and ask that you reconfirm your order.

## **Payment**

We accept the methods of payment identified as part of the order process via the Sales Channels. Depending upon the means of payment, we may require additional information, including specific forms of identification.

When ordering on the Platforms using our Pay-by-Link process, you will need to enter your payment details on the appropriate form. In the case of an order placed by telephone, you will need to communicate to the Client Relations Center or Remote Boutique your complete payment details. All

payment card holders are subject to validation check and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, you will need to contact your card issuer directly to solve this problem.

Other payment methods may also be subject to validation checks and authorization by the payment system providers as well. You expressly authorize us to perform security checks, where we deem necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your payment card details, to authenticate your identity, to validate your payment card, to obtain an initial payment card authorization and to authorize individual purchase transactions.

The full amount of your purchase will typically be blocked on your payment card until your order is shipped, at which point you will be sent a Confirmation of Order & Shipment and your payment card will be charged the applicable purchase price.

We offer you the ability to prepay for your products, either as a full prepayment or a partial prepayment. Where we offer partial prepayment as an advance payment method, the partial prepayment will be disclosed in writing with your order, taken immediately following the placement of your order and, due to the nature of the products, the partial prepayment will represent a minimum of 30% of the retail cost of the product. We will reserve your product for a maximum of three (3) months from the date of payment, or for any such longer period that may be communicated to you for special cases (including but not limited to personalized, bespoke, unique or limited-edition products etc.) after which we reserve the right to sell the reserved product. Prepayments (in whole or in part) are non-refundable. However, prepayments shall not impact any of your legal rights under these Conditions of Sale.

We only accept bank wire transfer for orders placed through the Client Relations Center. We do not charge a fee for bank wire transfers for orders made through the Sales Channels or Client Relations Center, however, some financial institutions may charge a fee for using a bank wire transfer. We require that all bank wire transfer orders placed by telephone be confirmed through an order approval process. We may acknowledge a bank wire transfer order, but the order will not be processed until the payment has been received and confirmed by us by e-mail. Please be advised that payments by wire transfer require additional processing through our ambassador and that there might be an additional waiting period before product can be released depending on the value of the product ordered. If your wire transfer payment is not credited into our bank account within seven (7) days after you have placed your order, your order will be cancelled.

Where we offer Credit Card, PayPal/PayPal Express/Alipay/WeChat Pay/Apple Pay or any other similar payment service as specified on the Sales Channels as a payment method, the full amount of your purchase may be debited on your payment card immediately following the placement of your order or when payment is approved by the payment provider. Pre-payment shall not impact any of your legal rights under these Conditions of Sale (including for example any right of refund). If we cannot meet our

shipping and/or delivery obligations set out below, we will notify you via e-mail and we will refund the pre-payment without undue delay.

Credit card companies may allow you to pay for your products in instalments. This payment method will be subject to the terms and conditions of your credit card company.

## **Acknowledgement of Order**

Once you have made your choice and your order has been placed through the Sales Channels, you will receive a written Acknowledgement of Order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order. This Acknowledgement of Order is not an acceptance of your order. To confirm the order, we will conduct its usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order. Upon receipt of the Acknowledgement of Order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the Acknowledgement of Order does not reflect your intentions, you should contact the Client Relations Center or Remote Boutique (as applicable) promptly.

These Conditions of Sale will be provided to you when we acknowledge your order.

## **Shipping Policy**

We only accept orders for delivery to the address in Australia. Please note that we do not ship to certain addresses, such as military, certain restricted areas (such as hotels), pick-up points, or PO boxes. For further information, please refer to our [FAQs](#) section or contact the Client Relations Center or Remote Boutique.

Boutique pick-up may be offered, free of charge, to certain locations. Please refer to the [FAQs](#) section or call the Client Relations Center or Remote Boutique for more information. We will inform you by e-mail or by telephone when the product is ready for pick-up at the boutique.

Please note that not all pick-up locations are able to accommodate pick up of the product within the same time frame and that certain product is not available at all pickup locations at all times.

If you order several products, we will ship the order only once all products are available (there will be no partial shipments, except for fragrances, unless otherwise communicated to you).

## **Confirmation of Order & Shipment**

Upon shipment of your order, we will send you a Confirmation of Order & Shipment in writing (by e-mail or otherwise). This Confirmation of Order & Shipment constitutes our acceptance of your order and indicates the existence of a binding sales contract, except for personalized products (if available) where our Acknowledgement of Order constitutes our acceptance of your order and indicates the existence of a binding sales contract.

We reserve the right not to accept your order for any reason in our discretion. Such non-acceptance may result, for example, from the fact that the product ordered is out of stock or that we are unable to obtain authorisation for your payment or that you do not meet the terms of eligibility above.

## **Delivery**

We will use reasonable efforts to ensure delivery by the carrier within the estimated delivery lead time from the date of our written Confirmation of Order & Shipment and in any event within thirty (30) days after that date, except if your purchase relates to a product or service that we have explained to you will take additional time to deliver, for example in the case of products or services that we personalize or produce to your specifications.

When ordering through the Sales Channels, you may be able to choose a specific delivery date as available on the Sales Channels. Any such specific delivery date remains subject to our confirmation.

If delivery of products is delayed by an event outside our control, we will inform you as soon as possible and will use reasonable efforts to minimise the effect of the delay. If we do not deliver within thirty (30) days from the date of the written Confirmation of Order & Shipment or any other time limit as indicated by us, you may contact the Client Relations Center or Remote Boutique (as applicable) to cancel the relevant order and get a refund of any sums you pre-paid us for any products which you have not received.

In any event, your sole remedy for any failure by us to deliver the order to you shall be your right to cancel the relevant order and receive a refund of sums you pre-paid us for any products which you have not received.

When estimating your delivery time, please allow time for credit approval, address verification, security checks and order processing. Please note that delivery is always subject to receiving your full payment.

We will require a handwritten or electronic signature by you, or a person at the nominated delivery address (unless arranged by you otherwise), to confirm the delivery of each product, at which point risk and responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example, as a gift), then you understand and accept that evidence of a signature by such recipient (or a person at the delivery address) is evidence of delivery and fulfilment of the sales contract by Montblanc and transfer of responsibility to the recipient in the same way as if the product had been delivered to you. We reserve the right to deliver products only to the person who is the intended recipient of the order as stated on the label of the parcel and to request ID check for verification purposes at the time of delivery for certain categories of products. Please refer to our [FAQs](#) section or call our Client Relations Center or Remote Boutique for more information.

## **Invoices**

When ordering products via the Sales Channels, you will receive an invoice that will be sent to you in writing (to your e-mail address as a PDF attachment or otherwise).

## **Returns and Exchanges**

Montblanc allows you or the Gift Recipient (as defined below) to return Montblanc products purchased through the Sales Channels within 30 days following delivery, but subject to the further terms and conditions set forth below.

### **(a) Return Process**

Products that have been purchased through the Platforms or Client Relations Center may only be returned to our Montblanc e-boutique distribution center at the address of our Returns Department, as provided in our [FAQs](#) section through our Client Relations Center.

To return a product purchased from a Remote Boutique, please call the Montblanc Boutique for details of their returns process.

Products that have not been purchased through the Sales Channels may NOT be returned to our e-boutique distribution center. For example, if you purchase a product at a retail boutique, you should return it at that boutique.

To return a product to our e-boutique distribution center, you must follow the steps mentioned below:

- (i) Call the Client Relations Center;
- (ii) Please fill out the required information on the return form enclosed with your order and sign it;
- (iii) You must include in the delivery package, the completed return form along with the product, with the return authorization number, all its accessories, any free items you received as part of your order, the Service Guide, the warranty card and all other documents, in their original box;
- (iv) Please seal the delivery package and affix the pre-paid airway bill received with your purchase; and
- (v) Please drop-off the product at the agreed logistics partner's network location.

You must keep a proof of return shipment, and we accept no liability in the event that such proof cannot be produced. Only merchandise received by our Montblanc e-boutique distribution center will be eligible for a refund or exchange.

Please refer provided to our [FAQs](#) section or call the Client Relations Center for further details. You may be asked to provide information about the products for us to make a first assessment of the condition of these products.

### **(b) Condition of Returned Products**



We will verify that the returned product satisfies the conditions of the Returns and Exchanges Policy and, if so, then proceed with the applicable refund or exchange.

Our products must be returned in a new and unused state, in perfect condition, with all protective materials in place and tags and stickers attached to them (if applicable), as well as with the original Montblanc box and delivery package, including all accessories and documents. For example, timepiece bracelets that have been adjusted at your request must be returned with the exact same number of links as in the original delivery package. We reserve our right not to accept any return if the product shows signs of wear, or has been used or altered from its original condition in any way or, as an alternative, may reduce the amount of any applicable refund or exchange accordingly.

If you have received free items as part of your order, they must be returned with the products.

All returns will be subject to strict Quality Control (“QC”) by us to ensure that the returned products satisfy these requirements. If the products do not meet QC standards, we will refuse the return, and the products will be returned to you. If the returned product satisfies QC, we will proceed with the applicable refund or exchange.

Failure to comply with these Conditions of Sale will entitle us to refuse the returned product and send it back to you, at your own cost.

***(c) Products You Cannot Return or Exchange***

To the extent permitted by law, orders for products that have been personalized in any way or otherwise made for you with bespoke specifications cannot be cancelled and such products cannot be returned to us for exchange or refund. This includes, without limitation, products that have been engraved or embossed.

***(d) Refunds***

You may return a product purchased through the Sales Channels for refund, provided that the return complies with these Conditions of Sale. Personalized products are strictly non-refundable.

Only the buyer will be entitled to receive a refund of the purchase price. In no event will a person who has received the product as a gift (i.e. a “**Gift Recipient**”) be entitled to receive a refund. If you are a Gift Recipient and wish to return a product, please contact the Client Relations Center or Remote Boutique to discuss your options.

If the return complies with these Conditions of Sale, we will use commercially reasonable endeavours to refund the purchase price to the buyer using the same means of payment as used by the buyer for the initial transaction within fourteen (14) days after receipt of the returned item by the Montblanc e-boutique distribution center.

### ***(e) Exchanges***

You may return a product purchased through the Sales Channels for exchange with another Montblanc product, provided that the return complies with these Conditions of Sale, and provided the product desired for exchange is available.

In any event, the sale of the returned product will be cancelled and a new order for the product ordered must be placed.

Should a product be returned to the Montblanc e-boutique distribution center for exchange with a less expensive product, only the buyer of the returned product will be entitled to receive a refund of the price difference.

If a product is returned for exchange with a more expensive product, you will have to pay the price difference.

### **Complimentary Services**

The following complimentary services will be proposed, free of charge, by the Sales Channels:

#### ***(a) Gift Wrap and Packaging***

All orders will be shipped with the Montblanc box gift wrapped in Montblanc special packaging, together with a Montblanc shopping bag (where applicable).

#### ***(b) Engravings or Embossing***

Engraving or embossing may be available on specific products, and offered only through sales transactions completed through the Client Relations Center or Remote Boutique.

If you wish to have your Montblanc product engraved, please provide the details to the Client Relations Center or Remote Boutique.

**Orders for personalized Montblanc products cannot be cancelled and personalized Montblanc products cannot be returned to Montblanc for exchange or refund.**

#### ***(c) Strap Exchange / Adjustment***

A Montblanc watch strap is delivered in a standard size. The strap size can be delivered smaller or larger, upon request, by calling the Client Relations Center or Remote Boutique. Montblanc watch strap adjustment is also available on certain watch models. If you request a watch bracelet adjustment, the removed links will be returned to you and included in the delivery package.

#### ***(d) Gift Note***

You may personalize your order by adding a personalized note that will be printed by Montblanc on a gift card to be included in your order package. Montblanc reserves the right to reject gift card notes it deems offensive or inappropriate to be sent on Montblanc-logo stationery.

## **Service**

For any service inquiries relating to a product ordered through the Sales Channels, please refer to our [FAQs](#) section or contact our Client Relations Center or Remote Boutique.

## **Product Descriptions**

We try to ensure that the information, including product descriptions, dimensions, and colours, provided on the Platforms, in advertisements or catalogues or as provided by the Client Relations Center or Remote Boutique is accurate and complete. However, to the extent permitted by law, we make no guarantees, whether express or implied, in relation to the accuracy, reliability and completeness of such information. In particular, any description and information concerning the weight of precious materials and the number of stones and carats are provided as an indication only and may vary slightly.

## **Limitation of Liability**

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the products and Sales Channels whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Sale limits or excludes our liability for any liability which cannot be limited or excluded by applicable law, including, in relation to buyers from Australia, any consumer guarantees that apply under Schedule 2 of the Competition and Consumer Act 2010 (Cth). Subject to the preceding sentence, our aggregate liability to you under these Conditions of Sale for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of the product(s) in your order.

## **General Provisions**

If any provision, or part of a provision, of these Conditions of Sale is deemed to be illegal, invalid or unenforceable, the remainder of the provisions of these Conditions of Sale shall be unaffected and shall continue to be fully valid, binding and enforceable.

These Conditions of Sale (and associated terms incorporated by reference) constitute the entire agreement between you and us in relation to the order of products or services, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

We are not responsible for any failure or delay in performing or complying with our obligations under these Conditions of Sale which arises from any cause beyond our reasonable control.

The waiver by us of a breach of any provision of these Conditions of Sale will not operate to be interpreted as a waiver of any other or subsequent breach.

This contract is between us and you. No other person shall have any rights to enforce any of its terms. However, if you purchase a product as a gift, the recipient of your gift will have the benefit of the product.

### **Applicable law and jurisdiction**

These Conditions of Sale shall be governed by and construed in accordance with the laws of New South Wales, Australia.

Without any restriction to bring proceedings before a court, you and Montblanc will first make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Conditions of Sale or any breach thereof.

### **Contact us**

If you have any questions or comments about these Conditions of Sale, or matters generally, please contact us at the address provided below.

Montblanc Client Relations Center :

Richemont Australia Pty. Limited, Level 8, 74 Castlereagh Street, Sydney NSW 2000, Australia

Tel: (+61) 2 7230 9500

Email: [service.au@montblanc.com](mailto:service.au@montblanc.com)