

## General Terms and Conditions of Sales

### 1. Preamble

Our General Terms and Conditions of Sale shall exclusively apply to all contracts between us and our clients. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

### 2. Price of the Goods

Our prices include VAT.

Delivery is free of charge for orders from 100 euro and higher. Below that amount, delivery is charged separately, at the amount shown in the ordering process.

Insurance is included in the price, covering a value of maximum 700 euro.

### 3. Terms of Delivery

Confirmed delivery dates are not fixed dates, unless stated otherwise. We do not accept liability for delivery dates or terms.

Items in stock can be sent as soon as the next business day. The delivery of items not in stock is dependent of the circumstances and is mentioned on our web shop or is to be discussed on a case-by-case basis.

We reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control we reserve the right to partially or completely rescind the contract.

Strikes, unforeseeable events (including failure to comply by a supplier) or interruptions of operations are considered force majeure, should we have no influence over these events.

We reserve the right to partial deliveries.

Unless agreed otherwise, delivery is made from the seller's premises. Goods travel at cost and danger of client, unless agreed otherwise.

### 4. Liability

Unless failure to comply or delay of delivery was caused by us, our lawful representatives or auxiliary persons by gross negligence or intentional acts, we will not be liable for noncompliance. Should we be liable under the terms aforementioned, liability is limited to damages that occur foreseeable and typically under the circumstances, and to an absolute maximum of the selling price of the goods.

We will not be liable for any consequential damages caused by any defect or fault in the merchandise, limiting our responsibility under the sale to compliance of the delivered merchandise with the contract.

Wearing jewellery is not recommended when practicing sports, handling machines, on construction sites, etc. Jewellery should be worn responsibly.

### 5. Terms of payment

Unless agreed otherwise, payment is to be made when placing the order and under no circumstances an order will be processed before receiving payment.

Payment can be made through the means mentioned on our web shop.

## **6. Places of delivery**

Orders are only accepted from buyers residing in a member country of the European Union. We reserve the right to refuse orders that are to be sent to an address our transport and delivery company does not service.

Buyers residing in a country outside the European Union may request to place an order by sending us an email to that extent, whereby we reserve the right to accept such request at our discretion under the present terms and conditions and additional terms to be discussed.

## **7. Warranty**

The buyer shall examine the merchandise upon delivery, checking the goods in every aspect, and determine if merchandise is suitable for the intended purposes, if necessary by appropriate testing.

Claims for visible defects will only be accepted if we are informed immediately upon detection of any fault and the items are returned within 15 days after delivery.

Gemstones are natural materials. The colour may differ from the pictures, we do not provide warranty for that. All our jewels are handcrafted. Minor deviations from the photos are possible and no warranty is given for that either.

In the case of hidden faults claims must be made within 6 month of delivery of the goods. In any case the term of warranty is limited to 2 years after delivery.

If any valid claim of faulty merchandise is made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at our sole discretion. Buyer may chose reduction of price or cancellation of contract, should our efforts fail.

The warranty does not cover damages to the goods that were caused by improper handling, wear and tear or storage after the passage of risk or where caused by external factors that were not foreseen in the contract.

The oxidation of silver is a normal wear and tear process for which no guarantee is given.

## **8. Return policy**

This return policy only applies to items we have in stock, never to items made to order or items made to measure. If the return policy in this article applies, the conditions are the following.

The client has 15 calendar days to return an item from the date he/she received it.

To be eligible for a return, the item must be unused and in the same condition as it was received, in the original packaging.

Once we receive the item, we will inspect it and notify the client that we have received the returned item. We will notify the client on the status of the refund after inspecting the item.

If the return is approved, we will initiate a refund by the original method of payment. It will be received within a certain amount of days, depending on the method of payment, and no later than 15 days after the return was received.

The client is responsible for paying for the own shipping costs for returning the item and has to use the same delivery service as was used by us for sending the item.

Shipping costs and other additions such as extra insurance and the like are nonrefundable.

## 9. Privacy policy

Personal data are processed via our web shop. We consider the careful handling of personal data to be very important, so we process and secure personal data accordingly. When we process data, we comply with the requirements imposed by privacy laws. That means, among other things, that:

- we clearly state the purposes for which we process personal data, and we fulfill this requirement via this privacy statement;
- we limit our collection of personal data to those data necessary for legitimate purposes;
- in cases where the client's consent is required, we first ask for the explicit consent before we process your personal data;
- we take appropriate security measures to protect your personal data, and require the same of parties that process personal data on our behalf;
- we respect your right to inspect, correct or remove your personal data upon your request.

We are responsible for processing the data. This privacy statement explains which personal data we collect and use, and for which purposes.

We only retain and use the personal data provided directly by the client.

We use the following data for the purposes mentioned in this privacy statement: name and delivery address, phone number, invoice address, e-mail address, payment details, gender and date of birth.

Certain parts of our web shop require the client to first register. After registration, we retain the personal data provided under the client's chosen username. We retain this data so that the client does not have to enter it every time, and so that we can contact him/her in the context of execution of the agreement.

We will not pass on to third parties the data linked to the username, unless this is necessary in the context of executing the agreement or if this is legally required. In the event of suspected fraud or abuse of our website, the personal data may be submitted to the competent authorities.

For the purpose of contract performance, we disclose the client's data to the shipping company in the scope required for the delivery of the ordered goods. Depending on the payment service provider the client selected during the ordering process, we disclose the payment details collected for order processing purposes to the bank commissioned to handle the payment and, as the case may be, to the payment service provider commissioned by us or to the selected payment service.

Our web shop may offer a newsletter to inform those interested in our products and services. If a client subscribes to our newsletter, we will regularly send our e-mail newsletter based on consent, using the data required or disclosed for this purpose. The client may unsubscribe from the newsletter service at any time. For this purpose we provide the opt-out link in the newsletter. Upon unsubscription, we will delete the email address unless the client has expressly consented to the further use of the data or we reserve the right to further use the personal data in the scope and manner permitted by the law.

Our web shop uses cookies. Cookies are also placed by third parties engaged by us.

When a client first visits our web shop, a notice is displayed in which we explain why we use cookies. If the client continues to use our web shop, we will assume that he/she agrees with this use of cookies. The client is free to disable cookies in the browser, but bear in mind that our website may no longer work fully. For more information about third party applications and how they deal with cookies, please see the privacy statements of the parties concerned (Note: These statements may be regularly modified).

We use Google Analytics to keep track of how visitors use our e-store. We have signed a processor's agreement with Google to establish arrangements concerning the handling of our data. We also allow Google to use the obtained Analytics information for other Google services and, finally, we anonymize IP addresses.

We take security measures to limit abuse and unauthorized access of personal data. In particular, we take the following measures:

- access to personal data is protected with a username and password;
- we use secured connections (Secure Sockets Layer, or SSL) that protects all information exchanged between the client and our website when personal data are entered;
- we keep logs of all requests for personal data.

The personal data described above is retained for as long as is necessary to process orders, including warranty. After that period, we store data for a maximum of one additional year for the statistical purposes described. The data will then be deleted unless there is a statutory obligation that requires longer storage, such as the seven-year fiscal retention obligation for payment data.

## **10. Miscellaneous Clauses**

Place of execution and place of venue is Skaelskor, Denmark.

These General Terms and Conditions of Sales, as well as all our relations with our clients, are governed exclusively by the laws of the Denmark. Only the courts territorially competent for our location are competent in case of any dispute.

Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General Terms remains unaffected.