

# Terms and conditions of sale of AR Jewellery website - 2<sup>nd</sup> October 2014

#### 1. Generalities

- 1.1 The sale terms and conditions define the requirements and benefits between AR-Jewellery and its clients
- 1.2 Divergent agreements are only valid if they have been approved in writing by AR-Jewellery.

#### 2. Offer

- 2.1 The AR-Jewellery offers are not binding and therefore do not constitute binding offers. E-mail confirmation is determinant for the order and the delivery of goods. The supply of AR-Jewellery is primarily intended for the final consumer. AR-Jewellery also reserves the right not to accept orders from a customer.
- 2.2 All product information, product photos, technical specifications, etc. are provided without warranty.
- 2.3 AR-Jewellery provides detailed descriptions of items in different language versions available in the language section. The information appears to be with the designation of the language or the country for that version.
- 2.4 AR-Jewellery assumes no responsibility for the content of external websites.

#### 3. Price

- 3.1 All prices AR-Jewellery agree with the value added tax (VAT) included. Prices are given net in Swiss francs.
- 3.2 Annexe costs (i.e. shipping, packaging, supplements according to the means of payment chosen) are shown separately and charged extra.
- 3.3 The order date is decisive for pricing. Price changes during the execution of the order are not taken into account.

- 3.4 The information is provided subject to technical changes, errors and typos.
- 3.5 AR-Jewellery may change prices at any time without notice.
- 3.6 The sale price does not include provision of technical assistance.

## 4. Payment

- 4.1 AR-Jewellery accepts as payment only bank transfers and cash payment to the withdrawal of the goods on its premises.
- 4.2 In case of advance payment, the bill must be paid within five calendar days, otherwise AR-Jewellery can cancel the order.

## 5. Payment conditions and property reserve

- 5.1 If a customer is late with some or the entire amount of a purchase, AR-Jewellery may suspend deliveries without notice / remaining abductions, in whole or in part, until the entire claim is settled.
- 5.2 If a customer does not pay the debt after the extension of the payment period, AR-Jewellery can demand compensation and proceed in accordance with the provisions of the Swiss Code of Obligations (CO). AR-Jewellery in particular, has the right to send debt collection to an external company.
- 5.3 AR-Jewellery may levy surcharges on certain payment methods, and change without notice.
- 5.4 AR-Jewellery may collect interest on payments in the form of an annual interest and may change without notice.
- 5.5 Products delivered by AR-Jewellery / removed by the customer remain the property of AR-Jewellery until the full amount of the purchase (incl. all supplements) has been paid to AR-Jewellery. The customer agrees to take good care of the products while they are the property of AR-Jewellery.

### 6. Controls

- 6.1 Orders can be placed exclusively on our website or in our office.
- 6.2 Orders by minors or persons under guardianship are allowed only with the permission of their legal guardian.

## 7. Deliveries, partial deliveries and collection from our premises

- 7.1 Deliveries are made by delivery or by removing from the premises by the customer.
- 7.2 AR-Jewellery confirms the order after e-mail conclusion.
- 7.3 The delivery / removal date indicated by AR-Jewellery is provided for information only. There is no settled date. If a delivery / removal period cannot be met, the customer may cancel the order after the expiry of a further period of at least 60 days that we will specify in writing. In this case, the client cannot claim additional compensation.
- 7.4 AR-Jewellery can cancel confirmed orders, due to external circumstances beyond his control, without it resulting financial consequences.
- 7.5 AR-Jewellery can proceed if necessary, to make partial deliveries.

7.6 AR-Jewellery can assign deliveries and partial deliveries to various transport companies.

#### 8. Risk during transport, transport damage and transport guarantee

- 8.1 The goods are shipped at the risk of the customer. However, the commodity has limited insurance coverage of transport.
- 8.2 The client agrees to immediately check that / delivered goods removed is correct, complete and in good condition. Damage to goods delivered / removed should be reported to the transport company and AR-Jewellery as soon as possible but no later than five calendar days after delivery.
- 8.3 In case of complaints, all parts of the original packaging must be retained until the written approval of the shipping company or AR-Jewellery.
- 8.4 The insurance covers the damage actually caused during the shipment, and the maximum value of the goods at the time of ordering. The customer is only entitled to compensation for defects resp. exchange (replacement delivery) or compensation in the event of impairment. The decision to repair or exchange is the responsibility of AR-Jewellery. Damage to goods delivered must be reported by email to AR-Jewellery as soon as possible, no later than 5 calendar days after delivery. In case of complaints, all parts of the original packaging must be kept.
- 8.5 Subsequent subscription to a travel guarantee is not possible.
- 8.6 The goods sent by the customer for repair, without being reported to AR-Jewellery, cannot be processed further by the transport guarantee.

## 9. Return and exchange

- 9.1 Generally, the goods cannot be taken back.
- 9.2 The recovery of the goods delivered is possible in some exceptional cases, always requiring the written agreement of AR-Jewellery. In this case, the client receives an AR-Jewellery RMA number and return address.
- 9.3 The goods must be returned in the original packaging, unopened (seal intact), complete with all accessories and attaching the purchase receipt. Return of goods is at the expense and risk of the client.
- 9.4 Concerning non-agreed recoveries with AR-Jewellery, AR-Jewellery is entitled to demand compensation from the client.
- 9.5 Goods returned without the original packaging, incomplete, with missing accessories, without an RMA number or a wrong address will be returned to the customer. In this case, AR-Jewellery compensation sends a bill to the customer for the additional processing required.

## 10. Original packaging

10.1 The original packaging provides optimum protection of the goods. When possible, the original packaging should be retained. For repairs, the object must be sent with all accessories in its original packaging. Failing this, the goods must be sent in an appropriate packaging for transport.

#### 11. Duration of the guarantee / warranty provisions / warranty extension

11.1 Jewellery you bought is covered for defects or abnormalities, a 2 year guarantee from the date of purchase.

- 11.2 The jewel in its realization has been the subject of special care and attention to detail: each piece is engraved with the title of the metal used for its creation. The gold jewellery is 750° / 1000° in different color variations needed or platinum 950° / 1000° and the stones used in the manufacture of our jewellery, come from mines holding a license and are not involved in funding civil wars or armed conflicts. AR-Jewellery adheres to the resolution of the United Nations in December 2000, called "conflict-free diamonds" Kimberley Process.
- 11.3 The guarantee is void in cases of misuse use or handling of the jewel.

### 12. Repairs

- 12.1 For repairs, the customer will speak to AR-Jewellery or personally at the premises of AR-Jewellery. In case of non acceptance of a quotation, it will be charged the amount of participation fee of max. CHF 80 for the control carried out.
- 13. Jurisdiction, applicable law, to the extent permitted by law, the Geneva tribunal is the exclusive court of jurisdiction. Swiss law is applicable.