

## **TERMS & CONDITIONS**

### **1. OBJECT**

The following provisions constitute the contractual framework surrounding the relations between the **SPRL SILVERT STONES CONSULTING**, registered at the BCE under number BE0883.296.549 with its headquarters situated at Avenue Molière, 145, Box 15, 1190 Forest (hereinafter referred to as “SILVERT STONES”) and its clients (hereinafter referred to as “**You**” or “**the Buyer**”) concerning its services in gemmology, creation and/or the bespoke manufacturing of jewellery, fine jewellery items as well as the sale of manufactured jewellery items, precious stones, semi-precious stones, diamonds and pearls (hereafter referred to as “the merchandise”).

The general terms and conditions of sale constitute the entirety of the obligations and rights of the parties. No other condition is admitted.

In case of an electronic sale, the website of SILVERT STONES: <https://www.revstil.com> will inform you of:

- a) the name of the company
- b) the address of the company
- c) the phone data
- d) the phone number of the commerce register
- e) the electronic address and the address of the organization responsible for the offer if it is different from the headquarters address.

### **2. CONTRACTUAL DOCUMENTS**

The present contract consists of the general terms and conditions of sale and any other contractual documents such as an order form. In case of contradiction between the general conditions and the specific conditions established in another contractual document, the latter will prevail on the general terms & conditions.

### **3. DESCRIPTION OF SERVICES**

**SILVERT STONES** offer the following services:

- Sale of precious stones, semi-precious stones, diamonds, and pearls.
- Bespoke creations of jewellery and fine jewellery.
- Services of gemmology (Gemstone consulting)
- Sale of manufactured jewellery.

The company SILVERT STONES has all the necessary skills and authorizations to carry out these sales and is a certified gemmologist by HRD Antwerp.

### **4. ORDER AND SPECIFICATIONS OF SERVICES**

SILVERT STONES will undertake to advise and accompany you adequately in the choice and specifications of the desired merchandise.

SILVERT STONES can provide you with its services either at your address or at its headquarters. Exchanges can be done entirely by email if a physical meeting is not possible.

In view of determining the essential specifications of your order, SILVERT STONES will provide you with all the essential characteristics of the merchandise(s) offered with pictures, drawings, designs and/or any digital supports, the latter however, have only an indicative value. Modifications can take place following the order.

Therefore, we invite you to read carefully the specifications resuming your order. These specifications concern generally the size, weight, quantity/ies, colour, the type and the number of precious stones, the type of alloy or metals used to make the proposed merchandise (this list is not exhaustive).

When you have defined your choice and the essential specifications of your order, the latter will be mentioned on your order form as well as the terms of payment and the delivery date.

You will confirm these specifications by accepting the order form accompanied by the present general terms & conditions of sale, by letter or by email or in any digital format.

## **5. DELIVERY**

The delivery time is subject to a usual margin of tolerance following a possible delay in the manufacturing of the merchandise or a delay in the transport of the merchandise, a delay in the finishing and/or in the delivery, will never be the cause of any compensation and/or the resolution of the sale.

A possible compensation will never be above the sale price of the merchandise. Transport, insurance, delivery, customs expenses are not included in the sale price but will be accounted for in a separate account.

## **6. PRICE AND PAYMENT**

Unless expressly stipulated otherwise, prices are fixed excluding VAT. The price is indicated on our current rates on the day of the placing of the order.

Unless expressly exempted, a deposit of 30%/50% depending on the price will be requested on the day of the signature of the order form.

You hereby authorize SILVERT STONES to revise the agreed overall price up to 30% according to the increase between the order and its execution, of the actual cost of the following parameters (this list is not exhaustive): merchandise, raw materials, salaries, energy, the variation in the exchange rate between the currency of the purchase of the raw materials and the currency of the sale of the products, it being understood that these parameters apply up to the part of the price corresponding to the cost that they represent.

The balance of the price of the creation and/or the items of jewellery shall be payable at the latest on the day of delivery.

Any complaint relating to the invoice must be notified in writing to SILVERT STONES within 15 working days at the latest of its receipt, failing which the goods will be deemed to correspond in all respects to the characteristics mentioned in the order form.

In case of non-payment of an invoice on the due date, you will be liable to SILVERT STONES, by operation of law and without prior notice, for late payment interest at the rate of 10% per month on all amounts due and payable.

In addition, any invoice not paid on the due date will automatically and without prior notice result in the application of a penalty clause amounting to 10% of the principal sum, with a minimum of 75 Euros.

In the event where the Buyer does not respect a single payment deadline, for whatever reason, all subsequent payments shall be made when the order is placed. In addition, the execution of other orders in progress will be suspended until full payment of the amounts due.

No delay in delivery may give rise to the cancellation by the Buyer of the order. This clause therefore does not apply to a buyer acting for non-business purposes.

## **7. TRANSPORT**

Delivery is at your place, or at the headquarters of SILVERT STONES. In the case where delivery takes place at the headquarters of SILVERT STONES, you bear the transport and related risks of the products from the moment you take possession of them. In the case where the Buyer would designate another delivery address, the transport costs of the seller will be the charge of the Buyer. The transfer of risks will take place as soon as the package is handed over to the transport service. In the event of damage, loss, or theft of the merchandise(s), it is the Buyer's responsibility to take any legal action he or she may wish to take against the carrier. The Buyer shall take out insurance against the risks mentioned.

## **8. RETENTION OF TITLE CLAUSE**

The delivered merchandise remains the property of SILVERT STONES until full payment of the price, including late payment interests and any indemnities. Failure of payment of the price on the due date, SILVERT STONES is entitled to take back the merchandise at the expenses of the Buyer; until full payment of the merchandise/products; the Buyer cannot sell them back (part not published in the version of the evaluation of the contract), without the prior written consent of SILVERT STONES. The Buyer undertakes to notify the seller of any seizure by a third party of the merchandise sold for which the price has not been paid in full. The Buyer shall also notify immediately the seller in the event where the delivered and unpaid merchandise(s) are located on premises rented by the Buyer.

## **9. TERMINATION AND DEFAULT**

In the event of unilateral termination of any sale by the Buyer, the latter shall owe the seller, by way of compensation, a sum equal to 30% of the value of the sale price excluding VAT.

Each party will have the right to terminate the agreement by operation of law after a formal notice of default has remained unfruitful for 15 days in the event where the other party remains in default of all or part of its obligations, without prejudice to termination in application of the legal guarantees.

Except in cases of force majeure and without prejudice to the preceding paragraph, in the event where SILVERT STONES remains in default of performance of any obligation under the agreement that causes damage (part not published in the evaluation of the contract) after the receipt of a formal notice to which it has not replied for 15 days, SILVERT STONES would owe the buyer an indemnity equal to 10% of the amount of the price of the order excluding VAT.

## **10. RIGHT OF WITHDRAWAL**

It is brought to the attention of the non-professional Buyer, in accordance with article VI. that, in accordance with article VI. 47 of the Code of Economic Law, the latter has 14 days to withdraw from an order placed at a distance.

However, in accordance with article VI. 53 of the Code of Economic Law, the Buyer does not have legal right of withdrawal in the contracts concluded for the realization of a bespoke (tailor-made) creation by SILVERT STONES.

Consequently, the services ordered are subject only to the cancellation conditions set out in the present general conditions.

The right of withdrawal shall not apply to the orders placed at the headquarters of SILVERT STONES. In this case, SILVERT STONES reserves the right to request the entire final invoice as a compensation for the execution of the order.

## **11. SUBCONTRACTING AND ASSIGNMENT**

SILVERT STONES may subcontract all or part of the contract to a third party without the prior written consent of the Buyer. SILVERT STONES may assign all or part of the contract to a third party without the prior written consent of the Buyer.

## **12. PROTECTION OF PRIVACY**

The processing of personal data by SILVERT STONES received from the Buyer is intended for the purpose of executing this agreement, customer administration, the promotion of its products and services, the establishment of personalized information and direct marketing campaigns, including by means of emails.

At any time, the Buyer has the right to access, check and correct, free of charge, the personal data concerning him/her, in accordance with the general regulations for the protection of personal data. SILVERT STONES is responsible for processing the data. We invite you to consult our Privacy Policy on the document: [PrivacyPolicy.pdf](#)

### **13. FORCE MAJEURE**

The occurring of any event, such as in particular, any production, transport, or delivery interruptions, strikes, lock out, embargo, wars, terrorist attacks or terrorist attacks consequences, shortage of raw materials, epidemics, bad weather, and more generally, any event of a similar nature affecting the parties or their suppliers and delaying or making impossible the execution of their respective obligations, suspend the execution of their respective obligations. The party invoking such an event will notify the other party as soon as possible of the proof of the occurrence. The execution of its obligations will be suspended until the written notification of the end of the event, it being understood that neither party may claim any compensation from the other party.

Parties shall make every effort to reduce the difficulties and/or damages caused. If Force Majeure lasts more than 60 working days, parties shall make best effort to renegotiate the subsequent performance of the sale contract. In the absence of an agreement, each party shall have the right to terminate the agreement by written notification to the other party.

### **14. GUARANTEE**

#### **Buyer acting for business purposes**

Any complaint of an apparent defect or lack of conformity affecting the merchandise(s) delivered must be notified to the seller within **8 days** of the delivery of the goods. The acceptance of the goods by the Buyer or his/her employees has the effect of purging the goods of any apparent defects.

Any complaint of an apparent defect of the merchandise(s) delivered must be notified to the seller within **15 days** of the discovery of the defects by the Buyer or from the moment when he could have reasonably discovered them.

Any legal action related to hidden defects must be brought within the current 30 days from the discovery of the vices by the Buyer, or from the moment when he/she could have reasonably discovered them, or from the day of the failure of the amicable settlement talks. No merchandise can be sent back to SILVERT STONES unless SILVERT STONES has given its prior written consent.

For a period of 1 year from the delivery of the merchandise(s), the seller's guarantee is limited exclusively to the repair or replacement of defective merchandise(s), or to the restitution or reduction of the invoiced price, without any further compensation. In addition, the seller's liability is excluded in case of damage caused jointly by a defect of the delivered merchandise(s) and by the mistake of the victim or a person for whom the victim is responsible for. The guarantee expires after this period of one year.

#### **Exclusions from the guarantees**

Due to the inherent fragility of precious stones, fine gemstones, diamonds and pearls, the seller does not guarantee any deteriorations due to shocks or other handling due to the use of merchandise(s) likely to damage the precious stones, fine gemstones, diamonds and pearls.

**Buyer acting for non-professional purposes**

The Buyer has legal right under the law of 1<sup>st</sup> September 2004 governing the sale of consumer goods, which are not affected by this warranty. This article is a guarantee within the meaning of article 1649 quarter, § 1<sup>st</sup> of the Civil Code, SILVERT STONES is liable to the non-professional Buyer for any defect which exists at the time of delivery of the merchandise, and which appear within a period of 2 years from the date of delivery.

Within 6 months of the delivery of the merchandise, the defect in conformity is presumed to have existed on the date of delivery. After 6 months, the non-professional Buyer will have to prove that the defect existed at the time of delivery of the merchandise.

Upon the discovery of the lack of conformity by the non-professional Buyer, the latter will have up to 2 months maximum to notify SILVERT STONES in writing.

An object used without due care would not be covered by such a guarantee.

For any creation returned due to a defect, SILVERT STONES will carry out a full preliminary inspection before committing to an after-sales guarantee (the object must have been worn whilst respecting due care). The guarantee applies in one of the following ways according to the manufacturing defect: free repair of the merchandise, replacement in value (equivalent value, different product), issue of a credit note.

**15. APPLICABLE LAW AND JURISDICTION**

These conditions are governed by Belgian law, even in the case of warranty claims.

Any dispute relating to the formation, execution, interpretation of these general sales conditions (part not published in the version of the evaluation of the contract) and which cannot be resolved amicably, is subject to the exclusive jurisdiction of Brussels, except if the Buyer is acting for non-professional purposes, in which case the dispute is subject, at the choice of the plaintiff, to the jurisdiction of the courts designated by Act 624,1°, 2° or 4° of the judicial Code.

**16. GENERAL PROVISIONS**

The present general conditions constitute the entire agreement between the parties, cancelling and replacing any agreement or prior communication, oral or written, concerning the subject matter dealt with herein. If one of the provisions of the present general sales conditions is judged illegal, invalid, or inapplicable by the court for any reason whatsoever, this provision will be dealt with separately and shall not affect the validity and enforceability of the remaining provisions.

The titles of the provisions of the present general terms and conditions are for ease of understanding only and have no legal force. The invalidity or unenforceability of any of the clauses of the present general conditions cannot affect the validity or applicability of the other clauses.

The fact that SILVERT STONES does not take advantage of these general terms and conditions at a given time cannot be interpreted as a waiver to take advantage of them later

Any communication or notification shall be validly made by registered letter, e-mail with acknowledgement receipt, for SILVERT STONES at its registered office and for the Buyer, at his/her registered office or domicile.

SIGNATURE OR INITIALS