

## SAGESS sale's condition

### Delivery delay

The piece of jewelry is put into production as soon as the order is validated according to the terms and conditions agreed with the buyer during the quote. It takes the silversmith and the setter between 2 to 4 weeks for the manufacture and setting of the stones for the pieces of jewelry of the collection presented and about 4 to 8 weeks for a model created at convenience, for the pieces of high jewelry. Depending on the complexity of the work and the quantity of stones, the preparation can vary between 1 and 8 months for the most spectacular pieces. Secure delivery is estimated at 1 week, working days depending on the value of the jewelry, the place of delivery, and the conditions accepted by both parties, communicated in the quote.

### Free return within 14 days

To ensure your complete satisfaction, all SAGESS parts can be returned to us in their original condition and at our expense within 14 days from their original date of dispatch. In the event of a return, it is imperative to contact us first to receive detailed instructions for preparing the return package and shipping it with a routing code. Any poorly packaged package, without a routing code, or uninsured will be returned to the sender. Otherwise, your item will be examined upon receipt, and provided it has not been worn for more than a fitting and has not suffered damage or other modification of any kind, it will be repaired, or, excluding unique pieces, custom orders of High Jewelry or any personalized item, it will be replaced or 100% refunded. See conditions.

### Free and insured delivery

SAGESS offers you free delivery for all orders to be delivered in Switzerland and in the European Union. Delivery costs for other countries (DOM-TOM included) can be obtained by contacting [sophie@sagessjewellery.com](mailto:sophie@sagessjewellery.com)

Your jewelry item will be delivered to you personally against signature, and remains insured by us until delivery. It will be delivered to you by a specialized shipper for jewelry and valuable goods (for example FedEx, UPS, DHL, TNT, Brinks or Malca Amit), or by registered parcel post with declared value (with, from a threshold of value, secure postal transport). You will receive the parcel number allowing you to track the status of your delivery at any time. For added security, the shipping package does not display any apparent mention of the contents, which is therefore kept confidential. For security reasons also, SAGESS delivers exclusively to home or to the physical address of a company, excluding hotels, relay points or post office boxes.

### Size reduction offered

Your SAGESS ring can be returned to us within 30 days for a free adjustment of the ring size. See the return conditions. It takes an average of 2 weeks for a resizing, or a maximum of 6 weeks in high season. For more complex bands, the lead time can increase up to 8 weeks. To avoid these delays, be sure to enter the correct size when ordering. Discover our tips for measuring finger circumference.

In order to guarantee the quality of our products, the resizing of solitaires is limited to a maximum of two sizes, and an enlargement of one size for shouldered rings. If more is needed, alternative solutions will be offered, which may result in a slight additional cost to the customer.

### Free cleaning and inspection service

SAGESS offers you the maintenance of your piece of jewelry, at most once every twelve months. To benefit from this service, please send your jewelry after contacting [sophie@sagessjewellery.com](mailto:sophie@sagessjewellery.com) and under the return conditions, along with a photocopy of the stone's certificate and warranty card. Regular inspection of the claws will allow any accidental damage to be dealt with in time and the jewelry to be cleaned.

## Guarantee of authenticity

SAGESS guarantees that your diamond is a natural stone, untreated and responsibly sourced, not only complying with the certificate that accompanies stones over 0.50 cts, which identifies its characteristics. SAGESS guarantees the conflict-free origin of all its diamonds and compliance with the Kimberley Process under United Nations supervision.

## payment methods

### Payment by PAYPAL

PayPal is a quick and easy way to shop online without entering your credit card details. Your PayPal account is debited at the time of ordering.

### Payment by bank transfer

Your order can be paid by bank transfer. Bank instructions are displayed when ordering. The good reception of your transfer will be immediately confirmed to you. Your order will be processed upon receipt of your full payment. While a transfer does not generally generate bank charges, some banks may still charge them at their current rates.

# SAGESS

## General conditions of sale and use

These general conditions of sale and use of the site (hereinafter, the "Conditions") apply between:

Firstly

the company SAGESS S.P.R.L, registered in the Belgian Trade Register, intra-community VAT number BE 0773.439.002, whose registered office is at AMERIKALEI 17, 2000 Antwerp, Belgium,

And on the other hand

Any adult natural person consulting the website [www.sagessjewelry.com](http://www.sagessjewelry.com) (hereinafter, the "Site") and / or making a purchase from SAGESS and acting exclusively within the strict framework of his personal needs (hereinafter, the "Customer").

Please print a copy of the Agreement for your records.

### 1. General Provisions

#### 1. Useful contact details

SAGESS Customer Service is available to the Customer at the following coordinates:

SAGESS S.P.R.L

Amerikalei 17

2000 ANTWERP BELGIUM

[sophie@sagessjewelry.com](mailto:sophie@sagessjewelry.com)

### 2. Scope of the Contract

Consultation and use of the Site and / or any purchase made by the Customer from SAGESS are expressly and exclusively governed by (I) the Conditions, (II) the Data Protection Policy, and (III) all other published provisions. or otherwise referenced on the Site (together, the "Agreement"). It is specified that in the event of contradiction and unless explicitly stated otherwise, the Conditions prevail over all other provisions mentioned in section (III) above.

### 3. Irrevocable Agreement of the Contract

The Contract affects the rights and obligations of the Customer. For this reason, SAGESS asks the Customer to read the Contract carefully before using the Site and / or placing an order. The Customer declares to have read the Contract prior to placing his order and explicitly declares to accept them. The simple use of the Site and / or the placing of any order constitute knowledge and agreement.

irrevocable contract on the part of the Client. If the Customer does not agree with any of these provisions, he is not authorized to use all or part of the Site and / or to place any order.

### 4. Amendments to the Contract

The Contract may be updated, revised or modified at any time, in whole or in part. When the Customer places an order with SAGESS, the applicable Contract is that in force on the Site on the date of registration of his order.

### 5. Derogations

The Contract can only be waived if this has been explicitly agreed in writing with SAGESS. The provisions which have not been derogated from remain in application without restrictions.

## 2. Products

### 1. Certificates

All products delivered by SAGESS and set with a central diamond weighing 0.50 carats or more are supplied with a diamond certificate issued by an independent gemological laboratory (such as the GIA (Gemological Institute of America) , the Hoge Raad voor Diamant or “Diamond High Council” (HRD), or the International Gemological Institute (IGI)) which describes its specific characteristics and has a unique reference number. The laboratory that established the certificate bears full responsibility for the data it contains. The Customer expressly accepts the description of these characteristics described in the certificates issued. SAGESS cannot be held liable in the event of a subsequent dispute concerning them.

### 2. Product manufacturing

#### 1. Presentation of the catalog and conformity of the products delivered

SAGESS does its utmost to ensure that its online catalog is as accurate and correct as possible. In order to allow the Customer to see the details of certain products, these may appear larger or smaller in the photos published than they actually are. SAGESS is only linked to the digital indications of dimensions as displayed on the product presentation sheet, within the limits of the tolerances imposed by the artisanal techniques of manufacturing the product. Since each computer is configured differently, the color of the products may also vary. The Customer should realize that each screen is calibrated differently so that the image and color may differ slightly from reality.

### 2. Custom products

For any custom-ordered product, it is agreed that even in the presence of clear and precise instructions from the Customer concerning its design and model, SAGESS reserves the right to proceed with the creation based on its own knowledge. -do with the aim of respecting quality standards such as robustness, stability, technical feasibility, safety and durability of the product, as well as on the expertise and personal inspiration of its goldsmiths. In the event of incompatibility of the Client's instructions with the aforementioned quality standards, SAGESS will attempt to comply with the Client's instructions as closely as possible without compromising these quality standards, and, where applicable, the Client authorizes SAGESS to take the measures necessary and to deviate from its instructions in order to ensure compliance with these quality standards, and the article thus produced and delivered will be deemed to comply with its order within the meaning of article 7.1.2 below.

At the end of the manufacturing process, small modifications to the custom-made product can still be considered at the Customer's request, to the extent possible and at the sole discretion of SAGESS. Insofar as such modifications would entail additional costs, they will always be borne by the Customer and subject to his prior acceptance.

### 3. Products with precious stones and minerals

SAGESS is a brand of diamond jewelry, and precious stones and minerals and exclusively sells jewelry items set with diamonds and precious stones and minerals, polished or raw. However, SAGESS reserves the right to offer its Customers who have already purchased a jewelry item set with diamonds, and within the strict framework of its customer service, the possibility of purchasing products without diamonds ( for example a gold chain following the purchase of a diamond pendant, or a gold wedding ring without a diamond). It is specified that this offer is explicitly and exclusively reserved for Customers who have separately purchased a diamond jewel. SAGESS will not allow the purchase of items without diamonds, gemstones and minerals, in the absence of a purchase of diamond jewelry. This also implies that SAGESS will not accept that Customers

buy diamond jewelry and non-diamond jewelry at the same time and then invoke the diamond jewelry return policy and keep the jewelry diamond free. In this case, in order to be eligible for the refund, the Customer must return all items purchased.

#### 4. Choice of products

Having read the SAGESS products and their characteristics, the Customer has under his sole responsibility and according to his needs as he has previously determined them before any order, made his choice on the product (s) covered by his ordered. In addition, the Customer knowing only the products he owns and uses, he is the sole judge of the compatibility of the products ordered with those used by him.

It is the sole responsibility of the Client, if he does not consider himself sufficiently competent, to seek the assistance of advice.

#### 5. Kimberley Process

SAGESS sources its diamonds exclusively from recognized and established suppliers, holders of all licenses and certifications required by law, and who undertake and certify that all their imports and exports of rough diamonds are carried out under the "Process of Kimberley ", operating under the supervision of the United Nations. The responsible sourcing and conflict-free origin of all diamonds offered by SAGESS are thus fully traceable and certified under the Kimberley Process.

#### 3. Price

1. The prices of SAGESS products are indicated, in euros.
2. VAT is calculated and invoiced according to the delivery country entered for the Customer's order:
  1. For all deliveries in the European Union, VAT is invoiced when ordering. The amount including all taxes is then indicated before final validation of the order, the latter being invoiced all taxes included.
  2. For any other country of delivery, VAT is charged at the time of importation. In this case the order is invoiced excluding tax.
3. Delivery costs are free for any delivery in Switzerland and the European Union, excluding French overseas departments and territories. The Customer must contact SAGESS (see article 1.1) before placing his order if he wishes to be delivered outside Switzerland and the European Union.
4. In the event of delivery outside the European Union or to the French overseas departments and territories, the Customer is the importer of the product (s) ordered. Customs duties, import duties, state taxes, fees, administrative costs, other local taxes or other costs are likely to be payable. These rights and sums are not the responsibility of SAGESS and are not its responsibility. They will be fully payable by the Customer and under his responsibility, both in terms of declarations and payments to the competent authorities and / or bodies. SAGESS advises the Customer to obtain information from the competent authorities in his country.
5. SAGESS reserves the right to modify its prices at any time and without notice, subject to article 1.4 above. Products already ordered will continue to be invoiced on the basis of the prices in effect at the time of the registration of the respective order.
6. The products placed in the Customer's shopping cart will always reflect the most recent price displayed on the description page of the respective product. This price may vary from the price that was displayed for the same product when the Customer first placed the product in their basket, especially when one or more days

have passed since. Placing a product in the cart does not ensure that its price will remain the same as it was when the product was placed in the shopping cart. However, it is also possible that the price of the selected product is lower during checkout than when it was selected.

7. The information and in particular the prices displayed on the Site may be incorrect due to system errors or typographical filling. While SAGESS makes every effort to avoid such errors, they may still exist. SAGESS does not honor orders resulting from incorrect information or prices. If the price displayed is lower than the real price of the product, SAGESS will contact the Customer by email to either cancel the order or give him the instructions relating to the payment of the price difference. SAGESS apologizes for the inconvenience, do not hesitate to contact us with any questions relating to this subject.

8. The prices of the products offered by SAGESS are not negotiable. Indeed, SAGESS strives to practice the fairest possible prices. The final price of his creations reflects the costs inherent in artisanal craftsmanship under the sign of excellence and the prices of raw materials such as metal and stone.

#### 9. Promotional operations

SAGESS promotional offers are valid within the limit of available products and valid only from € 1000 purchase. Models on sale are while stocks last, and sizing is not possible.

#### 10. Tax-free purchases and exports outside Switzerland and the European Union

SAGESS offers its Customers a free tax-free purchase service for all products delivered to the Customer personally in Belgium. In this case, the Customer prefinances the respectively Swiss (7.7%) or Belgian (21%) VAT which will be refunded to him after he has exported the product to a country respectively outside Switzerland or outside the European Union.

SAGESS undertakes to communicate to the Customer in a very clear manner the elements to be presented when passing through customs at the export airport: the product (s) purchased, the invoice and, if applicable the export slip, the passport (proving that the Customer is not a Swiss or European resident respectively) and the boarding card

The invoice or export slip must be stamped by the customs of the exporting country so that the Customer can claim a VAT refund from SAGESS. This stamped document must be received in return by SAGESS by post no later than 2 months after the date on which it was stamped.

SAGESS will reimburse VAT in the form of a bank transfer exclusively upon receipt of the properly stamped document by the customs of the exporting country. Any bank charges caused by this transfer are fully payable by the Customer and will be deducted from the refunded amount.

SAGESS will never be responsible for the slightest error on the part of the Customer (for example incorrect bank details provided) which would result in bank charges. These bank charges will possibly be invoiced to the Customer. Likewise, SAGESS will never bear any bank charges imposed by the Client's bank; these bank charges may be re-invoiced to the Client.

SAGESS will never be responsible for any type of exceptional event which would prevent the Customer from exercising his tax refund right (for example refusal of customs to stamp the invoice or export slip, closure of the customs office or impossibility for the Customer to obtain the stamp, or the non-receipt and loss of the duly stamped document sent by the Customer by mail).

## 4. Order

### 1. Conditions for placing an order

The Client declares:

- be at least 18 years old and have the necessary legal capacity to place and honor any order or hold parental authorization allowing them to place and honor any order and be able to justify it at any time , on simple request from SAGESS
- be a natural person acting within the framework of his personal needs (in particular in the sense that any order he makes must correspond to the normal needs of an individual).

## 2. Methods of placing an order

The Customer can choose to place his order directly on the Site, by telephone with SAGESS Customer Service, or by signing a quote or an order form (hereinafter, "Estimate"), obtained by email or upon request. " a visit to our premises, this signed Quote being returned to SAGESS by email, by post or delivered by hand.

The execution of an order by one of the aforementioned means constitutes an irrevocable, firm and unconditional commitment by the Customer to place an order with an obligation to pay the full amount. Exclusively in the case of a Quote and on the explicit condition that this Quote expressly stipulates it, it may be agreed that the payment be split into an optional deposit ("Deposit"), followed by a balance before delivery.

In all cases, in order to validate the order, the full amount of the order, or, where applicable, of the Deposit, must be paid to SAGESS, which must be able to verify receipt of it. The date of registration of the order corresponds to the date of full payment of this amount.

At a minimum, the following information must be included with the order:

- The surname and first name of the Client;
- His contact details (phone and email);
- His precise billing address  
(for security reasons, SAGESS requests that the billing address be the one registered by the institution issuing the Customer's bank card, in order to protect it from possible fraudulent use);
- Its precise delivery address (PO boxes, hotels and relay points are not accepted);
- Its method of payment

## 3. Specific provisions applicable to any order on the Site

SAGESS only acknowledges receipt of the order if the following steps are followed:

The products planned to be purchased are placed in the "basket". By clicking on the corresponding button in the navigation menu, the Customer can access the "basket" and make changes at any time. Once the order form has been called up, the Customer must enter his personal data (name, first name, address, email address) as well as the terms of payment and delivery. Before sending their order, the Customer has the option of checking their data again, modifying them, or canceling the purchase. In accordance with the legal provisions on the conclusion of online contracts, the Contract will be concluded when the Customer clicks on the button allowing him to confirm his order after having visualized the details of this one and in particular its total price and having had the possibility of correct any errors, and after checking the box confirming that he has read the Contract and accepts it without reservation.

SAGESS and the Client explicitly declare that the Contract was validly concluded by an electronic means of communication. The parties declare that the absence of a physical signature in no way detracts from the binding force of the Contract. SAGESS electronic databases will be valid as proof.

#### 4. Payment

1. All orders are payable in euros.

2. The Customer can pay for his orders:

(I) by credit card (Visa, MasterCard, American Express or Carte Bleue): the amount of his order is then debited when his order is validated by him. The date of registration of the order is that of the online payment.

(II) by bank transfer: the bank instructions are displayed when ordering. The Customer must make the required transfer so that it appears within 7 (seven) calendar days for the order to be registered. The date of registration of the order is the date of receipt of funds by SAGESS in its bank account. SAGESS will confirm receipt of the transfer to the Customer. His order will be validated and processed upon receipt of full payment. If a transfer does not generate generally no bank charges, some banks may nevertheless invoice the Customer for them at their current rates. These costs are not the responsibility of SAGESS and are not its responsibility, and it is the Customer's responsibility to pay them in full. Any bank charges charged to the beneficiary of the Client's transfer will be deducted from the amount paid. In all cases, SAGESS must be able to note receipt of the full amount of the order, net of costs, as a prerequisite for the registration of this order.

(III) by PayPal: the amount of the order is then debited when the order is validated by the Customer. The date of registration of the order is that of the online payment.

SAGESS reserves the right to exclude certain means of payment on a case-by-case basis.

3. The invoices presented by SAGESS are to be paid immediately. In the event of non-payment by the due date of any amount due (as it appears on the invoice that SAGESS sends to the Customer), SAGESS will be entitled to apply as of right, without prior formality, interest on delay at the legal interest rate increased by five percent and at least twice the legal rate then in force, from the day the sum was due until receipt of full payment. The delivery of any new order may be suspended in the event of late payment of a previous order from the same Customer, notwithstanding the provisions hereof.

4. The conditions of use of the Customer's means of payment are determined respectively by the issuer of his card (payment by card), by his bank (payment by transfer), or by PayPal (payment by PayPal). SAGESS remains outside the Customer's contractual relations with these third parties, which shall in no case be opposable to SAGESS. Any delay or refusal of execution of the Customer's payment by these third parties in no way releases the Customer from his obligation to immediately pay the full amount of the invoice corresponding to his order.

5. SAGESS reserves the right to request a photocopy of the Customer's identity card and / or bank card (front only) for any payment by bank card. For amounts greater than 1000 euros including tax, SAGESS reserves the right to request a certified photocopy of an identity document. In these cases, SAGESS only confirms receipt of the Customer's order (see article 4.5 below) after the latter has provided it with these documents.

#### 5. Receipt of the order

Upon registration of the order, which occurs upon receipt of payment for the full amount of the order, and within a maximum period of 2 (two) working days from this registration, SAGESS acknowledges receipt of the order and informs the Customer. SAGESS is not bound by the order until this acknowledgment of receipt has been sent.



## 6. Refusal of payment and cancellation of order

SAGESS reserves the right to refuse any payment and thus cancel the order, for just cause, and in particular

- if there is a doubt or a dispute relating to the payment of a previous order or any other previous abuse by the same Customer
- if the delivery address is not listed, in a hotel, a post office box or a relay point
- if the bank transfer comes from a different holder of the Customer
- if SAGESS fails to reach the Customer to confirm receipt of his order
- if, contrary to the provisions of Article 3.3, the Customer has not previously contacted SAGESS for delivery outside Switzerland and the European Union, or if its payment excludes delivery costs for such destination
- in case of any doubt about the merits of the order

## 7. Modifications by SAGESS of the order in the event of unavailability of the ordered product

SAGESS product offers and their prices are valid within the limits of available products. For products not stored in SAGESS workshops, the offers presented are valid subject to availability from its suppliers. In addition, product data (eg catalog of diamonds available and their prices) vary daily. It is specified that

SAGESS does not undertake to immediately and automatically update the data published on the Site, and that their publication on the Site does not commit SAGESS in any way.

If it should happen that some of the products that the Customer has ordered are no longer available or that their price is no longer correct, SAGESS undertakes to replace them with products of at least equal or superior quality (such as the diamond certificate). as evidenced by) without modifying the price of the order, or to cancel the order and reimburse the Customer in full, at SAGESS's choice. SAGESS will inform the Customer as soon as it becomes aware of this unavailability, inform him, if applicable, of the new delivery time and will in any case leave him the possibility of canceling his order.

SAGESS also reserves the right to cancel all or part of an order in the event of failure of one of its suppliers as well as in the event of force majeure. SAGESS will notify the Customer as soon as it becomes aware of it and will reimburse any sum that the Customer has already paid to it in connection with the order or the canceled part of the order. In all cases, SAGESS will contact the Customer as soon as possible to offer him various possible options.

## 5. Delivery

### 1. Information

SAGESS informs the Customer in writing of the state of progress of the manufacturing of their purchase and of the sending of their items.

For any questions regarding the information listed below, please contact Customer Service:

- our identity (name, telephone number, head office), delivery costs, terms of payment, delivery or execution;
- the conditions and procedures for exercising the right of withdrawal.
- the address where the Customer can file any complaints.
- the guarantees available to the Customer after delivery.
- the expected dispatch date of the order and the delivery date

## 2. Place of delivery

Delivery is possible worldwide, except in countries imposing import restrictions applicable to the SAGESS product category or subject to an embargo or sanctions of the United Nations, the European Union, Belgium or from Switzerland. The products are delivered to the delivery address that the Customer indicated during the ordering process.

## 3. Delivery times

The delivery time specified in the order summary sheet generally characterizes the time that elapses between the acknowledgment of receipt of the order and the shipment of the goods to the delivery address. SAGESS strives to deliver or have delivered the purchased product as quickly as possible.

Unless longer manufacturing, processing, shipping and / or delivery times are required (which SAGESS will inform the Customer of when receiving his order), the products ordered are shipped within the delivery time indicated. on the order summary sheet, from receipt of the order (see section 4.5 above).

The delivery time therefore represents an estimate given purely as an indication, so that no rights can be derived from it. In particular, any possible overrun may not give rise to damages, withholding or cancellation of the order by the Customer.

Delivery will be deemed to have taken place on the date of the first presentation of the products to the delivery address indicated.

## 4. Late delivery

SAGESS invites the Customer to regularly consult the status of his order or by calling Customer Service (article 1.1 above).

SAGESS will keep the Customer informed of any delay in shipment of which it becomes aware.

If the Customer orders several products at the same time and only some of them are delayed, SAGESS may split the shipments. In this case, SAGESS will notify the Customer of the arrangements it intends to take before the start of delivery.

## 5. Observations on the delivery or the delivered products

The Customer must check, in the presence of the delivery person, the condition of the package and the packaging of the goods upon delivery. In the event that the Customer has any doubts of any kind whatsoever about the condition or content of the package, he is required to notify the carrier of the damage, complaints and reservations, as well as to refuse the goods by immediately issuing a finding of an anomaly, and finally to report this incident to SAGESS. Otherwise, the Customer must subsequently and upon delivery imperatively also check and inspect the packages and products contained, to ensure that they are complete, do not present any visible defects or damage related to transport. . If the Customer has any reservation or observation justifying that the products have been returned to SAGESS, he must proceed as indicated in Article 6 below. The Customer's right to the warranty remains unaffected by this.

## 6. Ownership - Risks

The products ordered remain the property of SAGESS until full payment of the purchase price, at which point the transfer of ownership of these products takes place. The transfer of risk takes place upon delivery of the

products to the delivery address indicated when ordering. This also applies when no delivery slip has been signed upon receipt of the package.

When the shipped package is not received or is not received on time by the Customer, the package will be returned to SAGESS. SAGESS will inform the Customer and invite him to order a new shipment within one (1) month, the re-shipment costs being entirely the responsibility of the Customer.

However, in the event that:

(i) the package would be returned to SAGESS by the carrier because the address was incorrect or the Customer did not claim it within the time limit,

(ii) the Customer would not have answered the telephone, voice and electronic messages from SAGESS to notify him of the situation (in particular if the e-mail addresses and telephone numbers that the Customer sent to SAGESS are incorrect) , and that SAGESS was therefore unable to reach the Customer for a period of 2 months from the shipment of the package, in this case, SAGESS assumes ownership of the products and can dispose of them freely. SAGESS retains the payments that triggered the manufacture of the product in the first place and the Customer agrees to have no recourse to recover amounts paid or unclaimed products.

## 6. Returns

### 1. Right of withdrawal

The Customer has a legal period of fourteen (14) calendar days from the day after receipt of the products to exercise his right of withdrawal, without justification or penalties, for any item ordered on the Site, or by telephone, email, fax, or by post, and delivered in the European Union, when the order meets the criteria of distance selling according to the legislation in force. Return costs are covered by SAGESS. A model withdrawal form is available here. The Customer must attach proof to their shipment so that the refund can be made.

To do this, he must inform SAGESS Customer Service (see article 1.1 above) in writing (for example letter, fax, e-mail) of his decision within the time limit and before returning the products, and then follow up the instructions provided by Customer Service for the return process.

SAGESS will reimburse the Customer no later than thirty (30) days following the date on which his right of withdrawal was exercised, and no earlier than the first working day following acceptance by SAGESS of the returned item in accordance with the article. 6.3 below.

Products manufactured to order, made to measure or clearly personalized are not subject to the right of withdrawal under the legislation in force.

### 2. Satisfied or refunded

Beyond the aforementioned right of withdrawal and up to thirty (30) calendar days after the initial dispatch date, SAGESS leaves the Customer the possibility of returning the products ordered on the Site, by telephone, email, fax, or by post, constituting a distance sale according to the legislation in force, and which would not give him complete satisfaction, for reimbursement, exchange or resizing.

To do this, the Customer must inform SAGESS Customer Service of his decision, in writing or by telephone (see article 1.1 above) and within the time limit and before returning the products, in particular in order to obtain a code. return routing, indicate the reason for its return and follow exactly the return process that SAGESS will indicate.

The return request is only effective from the moment SAGESS acknowledges receipt in writing. The return is no longer possible if it is a second consecutive return.

- If the Customer returns the products for resizing or exchange, the return costs and the new shipping costs will be borne by SAGESS for any item initially delivered in Switzerland or in the European Union (excluding French overseas departments and territories). Customer Service will inform the Customer of the shipping costs and modalities for other countries. Upon receipt of the resized or exchanged products, the Customer

will no longer be able to benefit from the provisions provided for in Articles 6.1 and / or 6.2 aforementioned; Resizing a ring will take an average of three weeks (from receipt and acceptance of the ring by the SAGESS workshop).

- If the Customer returns the products for reimbursement, the initial transport costs and the return costs will be borne by SAGESS, for any item initially delivered in Switzerland or in the European Union (excluding French overseas departments and territories). Customer Service will inform the Customer of the shipping costs and modalities for other countries. SAGESS will reimburse the Customer for the price corresponding to the value of the products, no later than thirty (30) working days following the date on which their return was accepted by SAGESS, as indicated in Article 6.3 below.

- The jewels offered in promotion can be taken back and refunded. However, they cannot be exchanged or resized.

### 3. Conditions of acceptance of returns

The returns provided for in articles 6.1 and 6.2 above will only be accepted by SAGESS and will only give rise to a refund or exchange if:

(I) Customer Service has been informed by the Customer of their return, before the return package is shipped;

(II) the return process communicated by Customer Service has been respected; in particular, the return is accompanied by a routing code obtained from Customer Service, thus notably guaranteeing its insurance coverage;

(III) The dispatch date of the return does not exceed the dispatch date of the initial delivery by more than 30 calendar days;

(IV) Items are returned for resizing or repair, or, provided they are a non-personalized item, for an exchange or a refund;

#### **Specifically :**

All items personalized at the Customer's request (in particular whose frame has been engraved or whose diamond (s) have been the subject of a laser or other inscription, apart from the number of certificate, or whose diamond (s) have been specially selected for the Customer outside the offer published online, or whose setting was personalized), as well as unique pieces made to measure on request of the Client and according to his specific instructions, are adapted to a particular Client and cannot be re-marketed as is. As such, orders for these items are final sales, which cannot be refunded or exchanged.

In order to guarantee the quality of SAGESS products, the resizing of solitary rings is limited to a maximum of 2 mm of finger circumference, and to a widening of 1 mm for shouldered rings. If more is required, alternative solutions will be offered, which may result in a slight additional cost to the Customer, in which case a quote will first be sent to him for approval before communicating the instructions for the return.

In addition, products already resized at the Customer's request have been subject to a modification at his request, and as such can no longer be refunded or exchanged. Upon receipt of the resized products, the Customer will no longer be able to benefit from the provisions provided for in Articles 6.1 and / or 6.2 aforementioned.

(V) the products are returned in their original packaging, complete (original of the diamond certificate, accessories, box, original packaging, including gift packaging, instructions, etc.), in their perfect new and original condition and without having been worn, not having undergone any damage or other intentional or accidental modification of any kind, free of any trace of dirt, and accompanied by a copy of the original

purchase invoice; thus, items returned incomplete, damaged, damaged or soiled, or whose original packaging has been damaged, will under no circumstances be taken back; it is specified that if SAGESS accepts, despite the absence of the certificate and / or the guarantee card, such a return, the replacement of each missing document will be invoiced to the Customer 200 (two hundred) euros including tax, which will be deducted from the refund and / or will give rise to invoicing;

(VI) SAGESS specialists confirm that the frame and stone, or any other component of the product, are in conformity with the product that was sent to the Customer, without damage, modification, transformation, or intervention of any kind. They also confirm that the jewel was not worn for more than a fitting and therefore cannot be assimilated to a good used.

#### 4. Terms of reimbursement, repair and exchange

Any refund will be made, at SAGESS's choice, either by crediting the Customer's credit card, or by transfer to his bank account, or by crediting his PayPal account, addressed to the name of the Customer who placed the order and to his billing address. When an item has been partially or fully paid by gift voucher, reduction voucher or purchase voucher issued by SAGESS, the amount of this non-monetary contribution cannot be refunded under any circumstances. Any contribution in gift voucher will be credited to the Customer account. Any coupon or voucher is one-time use only, is non-refundable and cannot be credited to the Customer account.

It is specified that in the event of a refund, and in order to avoid abuse, all costs related to the payment methods chosen by the Customer will be deducted from the refund of the total amount paid by him, in the event that he wishes to cancel his order. before delivery of the ordered product.

In the event of an exchange, if the new order is for an amount greater than the order giving rise to the exchange, the Customer must attach to the exchange request payment of the remainder by bank transfer. Conversely, if the amount of the exchange is less than the amount of the order, the Customer will receive, under the same conditions as those referred to above, a refund of the overpayment. If the desired product is no longer available, for a temporary period or following a production stoppage, SAGESS may offer the Customer a similar product.

In the event of an exchange, repair or resizing, the item will be returned only to the original delivery address, to the exclusion of any other address.

The costs resulting from non-compliance with the return procedure communicated by Customer Service and the costs resulting from an incorrect application of customs procedures relating to the export and re-import of the purchased jewel are the responsibility of the Customer and will be invoiced to him .

When the product returned for refund or exchange does not meet the conditions for accepting returns described in section 6.3 above, no refund or exchange will be made. In this case, the returned product remains the property of the Customer and he must take back delivery within two (2) weeks following notification by Customer Service of the non-compliance with the aforementioned provisions. At the Customer's request, the product can be returned to him on prepayment by him of the new shipping, insurance and export costs.

#### 7. Guarantees

##### 1. Product warranty

##### 1. Contractual guarantees

##### 1. Guarantee of authenticity

#### SAGESS guarantees

- that each diamond set on the jewel delivered to the Customer is a natural stone, untreated and sourced responsibly.
- that each certified diamond complies with the accompanying diamond certificate;
- the conflict-free origin of all delivered diamonds and compliance with the Kimberley Process under United Nations supervision.

In the event of non-compliance, SAGESS undertakes to reimburse the Customer upon return of the jewelry item set with said diamond, or to replace it with a diamond with equivalent or superior characteristics (as shown in the diamond certificate).

This guarantee of authenticity covers exclusively the non-conformity, on the date of the sale, of the diamond with a characteristic noted on the diamond certificate, as determined by gemological tests generally in use at the time of the sale and does not cover any damage suffered after the sale. When the certificate includes a diagram locating the inclusions, the latter is used exclusively for diamond identification purposes. The presence or absence of a feature on this diagram is excluded from the scope of this warranty.

## 2. Lifetime repair and replacement warranty

SAGESS guarantees the jewelry item for life against manufacturing defects. SAGESS will repair or replace it free of charge, at its option, as long as the Customer is the owner, if normal wear causes cracks or the loss of the diamond in its original setting.

To maintain its lifetime warranty, the jewelry item must be brought to SAGESS every twelve months for free cleaning and inspection, along with its diamond certificate and warranty card, and all required repairs must be performed by SAGESS. These repairs will be invoiced to the Customer except in the event of a manufacturing defect. Are excluded from the guarantee normal wear and tear and normal aging, as well as the events of theft, unexplained disappearance, loss, and damage caused intentionally or due to accidental circumstances (including bumps and scratches) or any external cause, or improper, abnormal, non-compliant, negligent or abusive use. Only original items which have not undergone other modifications, repairs or work of any nature other than those carried out by SAGESS, and provided they have been regularly inspected and repaired by SAGESS are covered by this warranty. The warranty only covers items accompanied by their diamond certificate and warranty card.

## 3. Conditions of contractual guarantees

The contractual guarantees will not however be granted to the Customer, and the returns resulting from these guarantees will not be accepted by SAGESS and will only give rise to reimbursement, repair or exchange under the aforementioned guarantees, if:

(I) Customer Service has been informed by the Customer of their return, before the return package is shipped;  
 (II) the return process communicated by Customer Service has been respected; in particular, the return is accompanied by a routing code obtained from Customer Service, thus notably guaranteeing its insurance coverage;

(III) the personalized items within the meaning of article 6.3 (IV) being adapted to a particular Customer and not being able to be the object of a new marketing as is, they can be repaired but will not be in any case refunded or exchanged;

(IV) the products are returned with the original diamond certificate, the original box, and a copy of the original purchase invoice; it is specified that if SAGESS accepts, despite the absence of the certificate and / or such a return, the replacement of each missing document will be invoiced to the Customer 200 (two hundred) euros including tax, which will be deducted from the refund and / or will give rise to invoicing;

(V) SAGESS specialists confirm that the frame and stone, or any other component of the product, are in conformity with the product that was delivered to the Customer, and that all the conditions and provisions of the warranty clause invoked are effectively respected .

The reimbursement and exchange terms described in Article 6.4 also apply for any return made under these contractual guarantees.

## 2. Legal guarantees

Regardless of the guarantees referred to in Article 7.1.1, SAGESS remains liable for any lack of conformity of the product with the Contract and hidden defects under the conditions provided for by law.

The conformity of the product is assessed according to the following criteria:

1. The product must conform to the description given by the seller on the specific presentation sheet of the product purchased;
2. The product must be fit for the intended use and declared by the Customer;
3. The product must be fit for the purposes for which goods of the same type are usually used;
4. The product must offer the services and qualities that the Customer can reasonably expect having regard to the nature of the good and taking into account the characteristics mentioned on the labeling and the seller's declarations.

The legal guarantee applies if the non-conformity is noted within 2 years from the delivery of the goods. Any non-conformity must be reported to the seller within 2 months of its discovery.

The hidden defects regime applies at the end of the 2-year legal warranty. To be able to invoke hidden defects, the Customer must provide proof of the existence of a defect at the time of sale, accompanied by the original invoice, and of the product in its original condition and not having undergone any voluntary or accidental modification. of any kind.

## 3. Costs relating to products excluded from the guarantee

### 1. Research costs

The costs related to the search for the merits of a guarantee invocation by the Customer, remain the responsibility of the Customer in the event that this claim turns out to be unfounded, and will be billed to him.

### 2. Repair costs

For products which are excluded from the warranty but which require repair, SAGESS will establish an estimate, which will be sent to the Customer prior to any repair. He may not accept the quote. In this case the product will be returned to him against prior payment of the forwarding costs and the research costs.

## 2. Guarantee concerning the Site

Without prejudice to the guarantees set out in article 7.1 above, SAGESS does not grant any guarantee on the Site and / or the Content (as described in article 9 below). In particular, SAGESS does not grant any guarantee as to the conformity of any of the elements of the Site for any particular use. SAGESS does not guarantee that the functions contained on the Site and that any Content or other element appearing therein will be available at all times, uninterrupted or error-free, that any faults or errors will be immediately corrected or that the Site or its server will be at all times free of viruses or other components that may cause damage.

## 3. Customer warranty

The Customer guarantees SAGESS against any third party claim against it and which arises from the performance of the Contract between SAGESS and the Customer (for example indirect damage), provided that the law does not preclude this damage and these costs are charged to the Customer.

## 8. Liability

1. The jewels offered comply with Belgian legislation in force at the time of the proposal. SAGESS cannot be held liable in the event of non-compliance with the legislation of the country where the jewelry is delivered. It is the Customer's responsibility to check with the local authorities the possibilities and methods of importing the jewelry he plans to order, and to comply with them under his sole responsibility.

2. If the Customer chooses to access the Site from territories other than Belgium, he does so on his own initiative and at his own risk and peril. It is their responsibility to comply with local legislation insofar as this legislation is applicable.

3. Photos of jewelry are for illustrative purposes only. SAGESS invites the Customer to refer to the description of each jewel to know its precise characteristics. If in doubt or if the Customer requires additional information, do not hesitate to contact us (see article 1.1 above).

4. All the information published on the Site as well as that given by telephone, by chat or by e-mail concerning the offers and the characteristics of the products are given as precisely as possible. SAGESS cannot be held responsible for inaccuracies, errors, erroneous mentions and omissions of information. In the event that the Customer notices any inaccuracies, they must immediately and without delay inform Customer Service (article 1.1 above).

5. The total responsibility of SAGESS, for all the reparable damages under the terms of the Contract, which it is likely to cause to the Customer within the framework of the Contract is engaged in the event of fraud or gross negligence, or in the event of liability of the made defective products. Apart from these cases, this liability is limited to the repair of only foreseeable, direct and material damage actually suffered by the Customer as a result of the failure of SAGESS, this repair not being able to exceed in any case the amount of his last purchase, and this , even if SAGESS has been warned of the possibility of such damages.

It is specified that, within the framework of the Contract, are deemed to constitute indirect damages not giving rise to the right to compensation by SAGESS, even if they are foreseeable, any loss of profits, turnover, data, bases or programs, the deprivation of savings and all additional costs, as well as all image damage and all third party claims.

SAGESS will in particular not be liable to the Customer for damage caused by (I) the Customer's own fact, omission or fault; (II) any case of force majeure as defined by case law issued by Swiss or Belgian courts; (III) any third party unrelated to SAGESS for the performance of the Contract (for example, in the event that the problems result from the performance, congestion or connection of telecommunications means or services, or the performance of the Customer's IT equipment); or (IV) any other event that neither SAGESS nor its suppliers could have foreseen or prevented even if SAGESS or its suppliers had taken all reasonable precautions.

In particular, the following will be considered to be the Customer's own fact, omission or fault: any damage or loss that he would suffer resulting from the unsuitability or incompatibility of his computer equipment (hardware and / or software) to all or part of the Site and / or the failure to implement all reasonable and necessary protections against any harmful programs, devices or communications, since it is up to him, and him alone, to (I) verify or have verified that his computer equipment and / or telecommunications is suitable and compatible with the Site, before any use and (II) put in place and implement all reasonable and necessary protections against any harmful programs, devices or communications, in particular by means of anti-virus software .



6. The Site may contain links to other sites on the Internet. These other sites are not under the control of SAGESS and the Customer acknowledges that SAGESS is not responsible for the accuracy, respect for intellectual property rights, legality, decency or any other aspect of the content of these sites. The inclusion of such a link does not imply any endorsement by SAGESS, nor any association with its operators. SAGESS cannot ensure that the Customer will be satisfied with any product or service whatsoever that he obtains from a third-party site which is the subject of a hyperlink from or to the Site, given that the channels of others online businesses are owned and operated by independent traders. SAGESS does not promote any merchandise and has taken no steps to confirm the accuracy or reliability of any information on these third party sites. SAGESS strongly encourages the Customer to carry out any research it considers necessary or appropriate before carrying out any electronic transaction whatsoever with one of these third parties.

7. The Site may contain or host quotes, articles or extracts from articles, extracts from magazines, newspapers or periodicals, videos and all other publications of all formats appearing in the press or the media (hereinafter, the "Quotes" ). These Quotes are always identified as such with mention of the respective source, and are republished with the agreement of the latter. SAGESS makes them available to the Customer for purely illustrative purposes, and the Customer acknowledges that SAGESS is not responsible for the content of these Quotes. All the provisions of Article 8.6 above concerning links to other sites on the Internet, also prevail for Quotations.

8. SAGESS declines any responsibility for the harmful consequences due to the malfunction of the computer system and software, as well as any device relating thereto, and which are used to gain access to the Site.

9. SAGESS declines all responsibility for the harmful consequences due to the temporary or permanent unavailability of the Site, whatever the cause.

10. Without prejudice to the mandatory legal provisions to the contrary, the Customer accepts that any complaint or action originating in or related to the use of all or part of the Site or to the Contract, must be formulated and implemented judicially on the merits within a period of time. one (1) year following the first of the following two dates, under penalty of limitation: the date on which the complaint was first formulated or the date on which the cause of the complaint first appeared.

## 9. Intellectual property

1. SAGESS offers luxury products under its own name and under its own brand. These products are offered via the Site and via the points of sale mentioned on the Site. All products manufactured and offered under the SAGESS name and brand are protected by national and international laws and SAGESS is the exclusive owner of their intellectual property. The Customer is prohibited from using the trade name 'SAGESS' or any directly derived name (for example "SAGESS SA") as well as using, reproducing, modifying, disclosing, distributing, shipping, sell, resell, transfer the articles produced under the SAGESS brand or transfer any rights to third parties on these products without having obtained the prior explicit and written consent of SAGESS. The Customer undertakes to indemnify SAGESS, and to guarantee it against any claim and / or action by third parties, for damage caused by any breach of this provision.

2. The Site and all elements (including products), documents and other data contained therein (hereinafter, the "Content"), whether textual, visual or audio, are protected by Swiss rules, Belgian and international applicable in matters, as the case may be, of trademarks, trade or services - whether or not they are registered as such - and trade names or other distinctive signs, copyright, neighboring rights, sui generis rights, design rights, patents, manufacturing or commercial secrets, methods and processes, commercial concepts, or other rights of the same nature and belong or have been licensed to SAGESS.

3. The Customer's right to use the Site and any Content or other element therein is subject to compliance with the Contract and any applicable law or regulation. Any use of the Site or any Content for any purpose other than those authorized by the Contract may constitute a violation of the rights of SAGESS or of those belonging to its licensors:

(I) the Customer may only access and display any Content and any other element of the Site for non-commercial and private use, to the exclusion of any commercial or independent professional use;

(II) the Site and any Content may not be copied, reproduced, modified, republished, downloaded, posted, adapted, transmitted, sold, exploited, distributed or used in any way without the prior written permission of SAGESS or unless required by law. applicable (in this case, the Customer must keep intact all notices of property rights);

(III) decompiling, reverse engineering, disassembling or otherwise reducing the code used in any software on the Site to a readable form in order to examine its structure and / or copy or create other products based (in whole or in part) on this software are prohibited, except where applicable imperative legal exceptions;

(IV) the Client must not use meta - tags or any other hidden text containing the name of SAGESS, its brand (s) or that of the companies which are related to it without its specific, prior and written consent;

(V) if the Customer wishes to place, for his personal use, on his site, a simple link directing to the home page of the Site, he must first obtain specific and written authorization from SAGESS; in no case may SAGESS agree to its liability, for any reason whatsoever, on the Site or any Content;

(VI) any hypertext link to the Site by framing or in-line linking is strictly prohibited without the specific, prior and written consent of SAGESS.

#### 10. Comments, reviews, communications and other content

1. Any information that the Customer provides to SAGESS is subject to the Data Protection Policy, which governs the collection and use of this information by SAGESS. The Customer declares that his use of the Site constitutes acceptance of the collection and use of this information by SAGESS, including the transfer of this information to Belgium and / or any other country for its storage, processing and / or use by SAGESS.

2. Customers may address criticisms, comments or any other content to SAGESS, submit suggestions, ideas, questions or any other information as long as this content is not illegal, obscene, abusive, threatening, defamatory, infringing intellectual property rights, or detrimental to third parties and does not consist of or contain computer viruses, political activism, commercial solicitations, mass mailing, channels or any other form of "spam". The Customer must not use a false e-mail address, impersonate a person or entity, or lie about the origin of the content. SAGESS reserves the right, at its sole discretion, to remove or modify any content.

3. If the Client sends content to SAGESS, and unless otherwise stipulated by him, the Client grants to SAGESS, as well as to the companies which are related to it, for the applicable legal term of protection, the non-exclusive and free right to reproduce, modify, adapt, publish, translate, distribute, sublicense and display this content worldwide, on the Site and in all media.

4. The Customer declares and guarantees to be the owner or holder of the necessary rights on the content that he transmits to SAGESS. He agrees to indemnify SAGESS in the event of any action or claim by a third party against it when this action is caused, founded or originated in the content that he communicated to him.

## 11. Provisions relating to the use of the Site

1. The Site is monitored for fraudulent activity. If fraud on the part of the Client is detected, SAGESS will resort to all available remedies, and the Client will be responsible for all costs and legal fees arising from its fraudulent activities.

### 2. Access and use

As part of placing the order, the Site may require the Customer to identify himself. The identification methods prescribed by the Site are then displayed. SAGESS strives to make the line of communication used to access and use the Site as secure as possible. To do this, SAGESS may at any time modify the access procedure, the modes of identification and access to these modes of identification, as well as the security measures, for example if technological developments so require.

### 3. Use of password

In some cases the Customer will need a password in order to access parts of the Site (for example to follow the stage of production and / or shipping of his order). Access to these parts is strictly prohibited without the use of the password. The Customer is required to keep his password secret. He undertakes to immediately inform SAGESS if his password is disclosed to a third party and / or if he receives a password communicated by a third party. Each use of the Site and each action recorded on the Site will, upon valid identification with his password, be deemed made by the Customer. In the event that SAGESS has reason to believe that the security of the Site is in danger, it may modify the Customer's password.

### 4. Maintenance, modifications, improvements

SAGESS reserves the right to suspend without prior warning the functions of the Site and the systems which depend on it when maintenance, modifications and improvements must be made.

## 12. Applicable law - Competent jurisdiction.

Unless it has been explicitly agreed otherwise in writing, is ANTWERP BELGIUM only the courts of ANTWERP are competent in the event of a dispute, and the Contract is subject to BELGIUM law (to the exclusion of the rules applicable in matters of conflict of laws).

## 13. Miscellaneous

1. If a provision of the Contract should be declared illegal, void or inapplicable for any reason whatsoever and it is not possible to substitute automatically a reasonable provision having a similar effect (operation that the parties allow to 'or already to any court seized of the dispute concerned to carry out, insofar as the applicable law allows it), this provision will then be considered as likely to be severed from the Contract and will not affect the validity and applicability other provisions as far as possible under applicable law.

2. The fact that SAGESS does not exercise one of the rights conferred on it under the Contract cannot be interpreted for the future as a waiver of the right in question or as an obstacle to the exercise of any other right. .

3. SAGESS may transfer (by any means and in any form whatsoever, and in particular by merger) its rights and obligations under the Contract, without having to notify the Client thereof: (I) to any entity that is or will be related to it , or (ii) to any person or entity which will take direct or indirect control of all or a significant part of its property or capital or voting rights or those of one of its related entities. The Customer may not transfer (by any means whatsoever) the Contract without having first obtained the written consent of SAGESS.

4. SAGESS may send the Customer any notification provided for in the Contract, either in the form of a publication on the Site, or by e-mail, or by regular, express or registered mail to its address available in its systems, to his choice. The Customer acknowledges and accepts that one or other of these notification methods, chosen by SAGESS, is sufficient for their information.

5. SAGESS may rely, in particular for the purposes of proof of any act, fact or omission, of programs, data, files, recordings, operations and other elements (such as monitoring reports or other statements) of a nature or in format or computer or electronic medium, established, received or stored directly or indirectly by it, except abuse or manifest error. The Customer undertakes not to contest the admissibility, validity or probative value of the elements of nature or in the aforementioned computer or electronic format or medium.

6. The Site is subject to a security system in order to guarantee secure online payment and to guarantee the confidentiality of the Customer's identity data and of his order: SAGESS has adopted the SSL encryption process.

7. For any order placed on the Site, SAGESS archives the Contract in force at the time of the order, the order itself and the acknowledgment of receipt sent by SAGESS, for a period of ten (10) years from the dispatch of the products covered by the order. The Customer can access the archived Contracts by making a request by email to [sophie@sagessjewelry.com](mailto:sophie@sagessjewelry.com) or by post.

8. In the event of contradictions between the versions of the Contract translated into different languages, only the French version shall prevail, or failing that only the English version if the French version is not permitted in your jurisdiction, and this within the limits permitted by local law in your jurisdiction.