

Terms and Conditions

General sale, delivery, repair and payment conditions of Ihimana Jewelry B.V., as filed at the Chamber of Commerce, dated 2 November 2021.

Article 1 General

1.1 These conditions are applicable to every offer, quotation, and agreement between Ihimana Jewelry B.V.

(hereinafter referred to as 'Ihimana Jewelry') and a client insofar as these conditions are not expressly diverged from by the parties in writing.

1.2 If one or more provisions of these conditions are at any time wholly or partly invalid or become invalidated, then the other stipulations of these conditions remain fully applicable.

Article 2 Offers, quotations and formation of agreement

2.1 All offers and quotations, regardless of the manner in which they are issued, are of a non-binding nature.

2.2 Ihimana Jewelry cannot be bound to its offers or quotations if the client can reasonably understand that they, or components thereof, contain a manifest fault or clerical error.

Article 3 Price

3.1 Quotations are always issued on the basis of the cost price factors applicable at the time of the purchase and/or commission, such as prices of raw materials, repair fees, excise duties etc., and apply or ex works.

3.2 If one or more cost price factors are subject to an increase after the date of the formation of the agreement - even if this occurs as a consequence of foreseeable circumstances - Ihimana Jewelry is entitled to increase the agreed price accordingly.

Ihimana Jewelry will notify the client of this.

Article 4 Payment

4.1 The amount payable to Ihimana Jewelry must be paid to Ihimana Jewelry immediately on online purchase date, unless agreed otherwise.

4.2 All payments must be made online, or into a bank account to be designated by Ihimana Jewelry, on the basis of an online invoice.

4.3 If the client does not make payment within the agreed period, he will be considered to be in default by operation of law, and Ihimana Jewelry will be entitled, without any notice of

default being required, to charge him interest of 4% above the promissory note discount rate of De Nederlandse Bank, and also to charge all judicial and extrajudicial costs arising in the context of the collection of its claim.

Article 5 Delivery

5.1 Delivery takes place through the provision of the goods in the store or workshop or at the agreed location.

The costs and the risk of dispatch to a client/purchaser who resides or is domiciled outside of the Netherlands of goods that are purchased in a Ihimana Jewelry store will be borne by Ihimana Jewelry.

5.2 In respect of the delivery period, the product applies as delivered when it is

available for transfer of ownership to the client, or can be placed under his control, and is ready, and the client has been notified of this.

5.3 The stated delivery periods are indicative, and can be altered in the interim period.

Exceedance of the delivery period does not have the consequence that Ihimana Jewelry is in default by operation of law.

A further notice of default is always required to this end.

Mere exceedance of the delivery period does not entitle the client to compensation or the termination of the agreement.

Article 6 Security and cancellation

6.1 Ihimana Jewelry is at all times entitled to require a down payment/advance payment from the client of up to 50% of the purchase price, or to require the provision of security for the compliance by the client with his obligations arising from the agreement.

The client will comply with such a requirement on demand.

6.2 If the client does not provide security, or does not provide sufficient security, then Ihimana Jewelry is entitled to terminate the agreement.

6.3 If products are specially bought in from a third party for the client but ultimately - for whatever reason - not purchased by the client, Ihimana Jewelry reserves the right to charge the client a reasonable reimbursement in the amount of 25% of the total purchase price in respect of (administrative) costs.

Any associated down payment or provision of security by the client in the context of the ordering of the product in question can be deducted from this reimbursement by Ihimana Jewelry.

6.4 If the client cancels (unilaterally terminates) a commission for jewellery specially designed and/or adapted for the client prior to the planned delivery date, the client is liable to pay the following percentages to Ihimana Jewelry, without prejudice to the right of Ihimana Jewelry to full compensation if the work has already been carried out:

- 1-2 days after ordering:10%
- 3-7 days after ordering:25%
- 8-14 days after ordering:40%
- 14-30 days after ordering:60%

6.5 The client must in all cases cancel the commission in writing.

The time of the receipt of the above-mentioned cancellation applies for the establishment of the time of cancellation.

Article 7 Repaired items or items ordered from third parties and not collected

7.1 If after three consecutive written notifications - the last of which by registered letter - from Ihimana Jewelry to the client that the product repaired on his instructions is ready and can be delivered the client has nevertheless omitted to collect the product from the store within a period of three months, Ihimana Jewelry is authorised to sell the product and to recover all that is payable to Ihimana Jewelry from the proceeds.

7.2 For a period of three months after the sale of the repaired product, the client can collect the proceeds of the sale in the store, with the deduction of the full repair costs and all storage, auction and administrative expenses.

After the expiry of this period the client is liable to pay to Ihimana Jewelry 5% interest in respect of expenses, as well as 1% of the retail sale price of the repaired product as established by Ihimana Jewelry, per commenced month.

7.3 If after three consecutive written notifications - the last of which by registered letter - from Ihimana Jewelry to the client that the product bought in from third parties on his instructions is available and can be delivered the client has omitted to collect the product from the store within a period of four weeks, Ihimana Jewelry is authorised to sell the product in the store or, if possible, to return the product to the third party from whom it was bought in.

Article 8 Transfer of risk and ownership

8.1 The risk of loss, direct or indirect damage or decrease in value of delivered goods is transferred to the client if and when the goods are provided to the client and the product applies as delivered within the meaning of article 5 paragraph 1.

8.2 Without prejudice to the stipulations of the foregoing paragraph and of article 5 paragraph 1, the ownership of the product is first transferred to the client when the client has properly

complied with all obligations arising from the agreement(s) entered into with Ihimana Jewelry and has paid in full all that which is payable by him to Ihimana Jewelry in that context, including interest and costs.

Article 9 Complaints and guarantee

9.1 The client must thoroughly inspect the delivered goods for defects at the time that they are provided to him.

9.2 Complaints in respect of visible defects must be submitted to Ihimana Jewelry, accompanied by evidence, immediately, and in any event within 14 days of the actual transfer of the product.

9.3 Complaints in respect of invisible defects must be submitted to Ihimana Jewelry immediately upon their discovery, and in any event within 14 days of the expiry of the guarantee period referred to in paragraph 6.

9.4 If the client has not notified Ihimana Jewelry of his complaints within the stated periods, then any claim against Ihimana Jewelry in respect of the defects in question becomes inoperative, and no further right to repair, replacement or compensation accrues to the client.

Legal claims in this respect must be submitted within 1 year of the timely complaint, under penalty of cancellation.

9.5 The client must provide Ihimana Jewelry with the opportunity to investigate submitted complaints.

9.6 Without prejudice to the limitations specified hereafter, Ihimana Jewelry guarantees the soundness of the product delivered by Ihimana Jewelry and the quality of the materials used and/or delivered, for a period of 6 months after delivery in accordance with article 5 paragraph 1, unless another period is explicitly agreed on the basis of the applicable guarantee conditions of the supplier/manufacturer, and with the exclusion of visible defects.

9.7 Defects that occur in or are wholly or partly the result of the following circumstances in any event fall outside the guarantee:

- The non-observance by the purchaser of instructions for operation, or incorrect and/or improper use and/or other than the foreseen normal use;
- Normal wear and tear;
- Maintenance that is not carried out and/or is not carried out in a timely manner;
- Assembly/installation or repair by third parties, including the client;
- The application of any government regulation in respect of the nature or quality of the materials used;
- Materials or items employed in consultation with the client; - materials or items that are provided by the client to Ihimana Jewelry for processing;
- Materials, items, working methods and constructions, insofar as applied on the explicit instruction of the client, as well as materials and items supplied by or on behalf of the client;

- Components acquired by Ihimana Jewelry from third parties, insofar as the third party has not issued any guarantee to Ihimana Jewelry.

9.8 A guarantee on delivered goods will not extend further than the guarantee as this is given by the manufacturer and/or supplier of the goods (manufacturer's warranty).

9.9 If the client does not comply with any obligation arising for him from the agreement entered into with Ihimana Jewelry or from an agreement connected with it, or does not comply with such an obligation properly or in a timely manner, then Ihimana Jewelry is not bound to any guarantee - under whatever designation - in respect of any of these agreements.

Article 10 Liability

10.1 The liability of Ihimana Jewelry is limited to compliance with the guarantee obligations stipulated in article 9 of these conditions.

Ihimana Jewelry is therefore also not liable for damage or loss, through whatever cause, of products, raw materials models or other items provided by the client.

10.2 With the exception of gross negligence on the part of Ihimana Jewelry and with the exception of the provisions of paragraph 1, all liability of Ihimana Jewelry, such as for indirect loss or damage and loss or damage as a consequence of liability towards third parties, is excluded.

This exclusion will not be invoked if and when such an invocation, where applicable, would lead to a result that would be unacceptable according to the standards of reasonableness and fairness.

10.3 If Ihimana Jewelry, despite the above mentioned exclusions of liability, is nevertheless liable, then the liability of Ihimana Jewelry towards the client is limited to the amount that is actually paid out in the case in question by the business liability insurance taken out by Ihimana Jewelry, with the addition of the amount of the policy excess applicable under the insurance.

If for whatever reason no payment is made under the business liability insurance, then the liability of Ihimana Jewelry towards the client is limited to the paid invoice amount of the agreement, or in any event to that part of the agreement to which the liability relates.

Article 11 Provided information and intellectual property

11.1 Images, drawings, size and weight specifications and similar details stated in catalogues are only intended to give a general representation of matters.

No rights may be derived from these details unless they are expressly included in an agreement entered into by the parties.

11.2 Ihimana Jewelry reserves all intellectual property rights on all designs, images, drawings, calculations and models that are produced or provided by Ihimana Jewelry, regardless of whether costs are charged for these.

Duplication, publication or copying by the client are only permitted with the prior written consent of Ihimana Jewelry.

Article 12 Force majeure

12.1 If as a consequence of force majeure Ihimana Jewelry cannot or can temporarily not reasonably comply with the agreement, then Ihimana Jewelry is not liable for loss or damage that the client suffers as a result.

12.2 Force majeure will be understood to mean, among other things, any circumstance lying outside of Ihimana Jewellery's sphere of influence - even if this could already have been foreseen at the time of the formation of the agreement - that permanently or temporarily prevents compliance with the agreement, as well as, insofar as not already included under this, war, threat of war, riot, fire and other serious disturbances to the business operations of Ihimana Jewelry or its suppliers, natural phenomena due to which the commission cannot be fulfilled or cannot be fulfilled in a timely manner, such as storm, flood and serious severe weather, serious traffic jams and other traffic congestion, accidents and strikes.

Article 13 Applicable law and disputes

13.1 All offers, quotations and/or agreements with Ihimana Jewelry, and the rights and obligations arising from these, are governed by the laws of the Netherlands.

13.2 The court in the district in which Ihimana Jewelry is established has exclusive jurisdiction in any disputes in connection with offers, quotations and/or agreements with Ihimana Jewelry, or arising from them, unless a mandatory provision dictates otherwise.

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