

Terms of service

Article 1 – Object and scope of application

1.1. The present General Terms & Conditions of Sale (hereinafter the 'General Conditions') define the rights and obligations of the parties within the context of the sale of products (hereinafter the 'Products') at the Internet website www.alisonengels.com hereinafter the 'Site') and within the context of the use of the Site.

1.2. The General Conditions are concluded between the limited company under Belgian law **Alison Engels**, registered at the Crossroads Bank ('Kruispuntbank der Ondernemingen') under the number BE0702 914 854 which headquarters are located at **Lankem 13, 2200 Noorderwijk, Belgium**, hereinafter the 'Seller', and the person wishing to consult the Site and make a purchase, hereinafter the 'Purchaser'. The Purchaser and the Seller are hereinafter jointly called the 'Parties'. The Parties agree that their relations shall be exclusively governed by the General Conditions, to the exclusion of all conditions previously available at the Site.

1.3. Any order of a Product proposed at the Site (hereinafter the 'Order'), implies the prior consultation of and express agreement to the present General Conditions by the Purchaser. However, this agreement is not conditioned by a handwritten signature from the Purchaser. Pursuant to the provisions of the 9 July 2001 Act fixing certain rules concerning the legal frame for electronic signatures and certification services, it is hereby reminded that the Order form validation, according to the provisions of Article 5 of the General Conditions, constitutes an electronic signature which has, between the Parties, the same value as a handwritten signature and constitutes the proof of the entire Order and of the amounts due for this Order being due and payable.

1.4. The General Conditions exclusively concern the Purchasers, who are non-merchant natural persons. The Purchaser wishing to buy a Product at the Site declares possessing full legal capacity. Any person, who is incompetent in the sense of Articles 1123 and followings of the Belgian Civil Code, may not, under any circumstances, buy at the site, or must do it through the intermediary and under the responsibility of his legal representative, identified in the way described in Article 2 of the present General Conditions. This legal representative shall be bound to respect the present General Conditions.

Article 2 – Registration

2.1. The purchase of Products at the Site is reserved to Purchasers having previously and validly registered by following the registration procedure described at the Site. The Purchaser will have the obligation to register a username (a valid e-mail address) and a password. The username and passwords are personal and confidential. The Seller declines any liability in case of abusive use of a Purchaser's username or password.

2.2. The Seller reserves the right to exclude at its sole discretion, a Purchaser, for instance (but not limited to) in case of issues with the payment of previous purchases, or in case of frequent, abnormal and/or abusive returns. The Purchaser shall be informed of his exclusion by an e-mail sent to the email address indicated on the registration form.

2.3. By placing an order any Purchaser expressly authorizes the Seller to perform credit checks and where the Seller feels necessary, to transmit or to obtain information (including any updated information) about the Purchaser to or from third parties, including but not limited to its debit or credit card number or credit reports, to authenticate the Purchaser's identity, to validate the credit/debit card, to obtain an initial debit or credit card authorization and to authorize individual purchase transactions. Furthermore, each Purchaser agrees that the Seller may use Personal Information provided by the Purchaser in order to conduct appropriate anti-fraud checks. Personal Information provided may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Article 3 – Products description and availability

3.1. The Products proposed for sale are those figuring at the Site as being available for sale, with a description of their essential characteristics, at the time and day of the Site consultation by the Purchaser. The Seller implements all reasonable means to display at the Site the Product availability in real time, but may not be held liable if a Product were to be unavailable to honour the Purchaser's Order. In case of the

unavailability of one of the ordered Products, the Purchaser shall be informed and shall have the choice to either modify his Order or cancel it. In this case, he shall be reimbursed of the amount of his Order if payment was already made.

3.2. The photos, legends and other descriptive elements illustrating the Products are not contractual. If those photos and/or legends and/or other descriptive elements present some inaccuracies, the Seller cannot be held liable. The Seller commits to make its best efforts to rectify as quickly as possible the inaccuracies or omissions after having been informed of their existence.

Article 4 – Purchase Price and Delivery Costs

4.1. Each Product Price is displayed at the Site (hereinafter the 'Purchase Price') in euros, VAT included. This Price does not include Delivery Costs, which are chargeable to the Purchaser, nor the deduction of any discount or purchase voucher personally awarded to the Purchaser, nor any potential import duties for Purchasers located outside the European Union. The Seller reserves the right to modify its prices at any time, but Products shall be invoiced on the basis of the Purchase Price in force at the time of the order validation, depending on availability.

4.2. At the time of the Order, Purchasers commit to pay the Products Purchase Price and the Delivery Costs. Those Costs vary, depending on the type and quantity of ordered Products, the delivery mode chosen, the delivery address, and must be understood as VAT included. The Member may consult the amount of these costs at the Site by clicking on the 'Cart', where the total amount corresponding to the Products Purchase Price and to the Costs is displayed. The Seller reserves the right to modify the Costs at any time, but the Costs shall be invoiced on the basis of the Purchase Price in force at the time of the order validation, depending on availability. Those Costs remain due and shall not be reimbursed if the Purchaser returns part or all of his Order pursuant to his Cancellation right, as detailed in Article 8 of the present General Conditions.

4.3. All Purchasers whose delivery address is located outside the European Union are obliged to declare the Purchase to their local VAT or similar tax authority and to pay VAT in their country of residence. The Seller cannot be held liable for any omission hereof. They are equally responsible to pay any applicable import or other duties.

Article 5 – Order modalities

5.1. To order, the purchaser must click on 'Checkout' then log in or fill in the order form available at the Site, where he shall indicate the details necessary to his identification, such as his surname, first name, delivery address, chosen deliver modus and all required payment details. The Seller cannot be held liable for the communication of inaccurate details. After having filled in the order form, the Purchaser shall be invited to finalize the Order process, by clicking on 'Checkout', by which the Purchaser declares to fully and without reserves accept the entire General Conditions, validates definitively his Order and commits to pay the whole due amount, i.e. the Purchase Price, plus the costs, minus any discount or voucher. As from such time, the Purchaser shall be contractually bound.

5.2. Provided that the payment has been accepted, the Purchaser shall rapidly receive an automatically generated email confirmation, listing among other things, the Order date, the Product(s) purchased, the Purchase Price with the Costs, as well as the Delivery address, specifications of delivery and the refund policy and conditions. Such email confirmation constitutes an 'Order Confirmation'. The data recorded by the Seller, as well as the Order Confirmation, constitute the proof of the contractual relationship between the Parties.

5.3. The Seller reserves the right to refuse or cancel any Order or Delivery in case of (i) existing dispute with the Purchaser, (ii) partial or total non-payment of a previous Order, (iii) payment authorization refused by the banking, credit card or other payment treating institutions, (iv) unavailability of the Product or a Product not meeting our quality requirement. In these cases the Seller's liability may not, under any circumstances, be engaged.

Article 6 – Modalities of payment

6.a The purchases payment is made by debit or credit card, such as American Express, Bancontact/Mister Cash, iDeal, Maestro, Mastercard and Visa. At the time of the Order validation, the Purchaser chooses one of the proposed modes of payment. In case the Member chooses for a credit card, he needs to indicate the

name appearing on his credit card, the card number, its expiry date and the control number. Some issuing banking institutions may request an additional signature, such as a security token. The payment validity is confirmed or not after verification with the issuing banking institution. Title to the Product(s) shall remain with the Seller until full payment of the Purchase Price and Costs indicated at the time of the Order.

6.b The Seller shall in no way be held liable for any damages whatsoever resulting from fraud or any other unlawful act by third parties by means of a debit or credit card or any related data of the buyer, without prejudice to the buyer's right to recover damages from the third party.

Article 7 – Delivery

7.1. The Delivery is carried out by the Seller on the address indicated as delivery address in the Order Confirmation. At the time of Delivery, a delivery note is handed over to the Purchaser. The Seller shall make its best efforts to send the Order to the address indicated by the Purchaser in the Order Confirmation within the days following the Order validation. The delivery person shall go to this address and shall hand over the parcel(s) to the addressee or any other person present at the address. In case of absence, a notice shall be left in the mailbox of the designated address. It is up to the Purchaser to contact the delivery person to agree on a new delivery date. If the Purchaser does not organize a new delivery within 1 week from the initial delivery attempt, or if he is absent at the time of the new delivery, the Order shall automatically be returned to the Seller, who shall contact the Purchaser in order to organize the Order delivery. In this case, additional costs may be charged to the Purchaser

7.2. The risks shall pass to the Purchaser at the time of delivery. Each delivery is deemed to be carried out as soon as the Product is at the disposal of the Purchaser according to the mode of delivery chosen, i.e. the chosen delivery address. The proof of this shall be materialized by the control system used by the delivery person.

7.3. The Purchaser must verify the parcel(s) when it/they arrive(s) and make every reserve and complaint which appears justified, or even refuse the parcel(s) if it/they might have been opened or if it/they present(s) obvious traces of deterioration. The abovementioned reserves and complaints must be directly addressed to the carrier by registered mail with acknowledgement of receipt, within three working days following the Product delivery. A copy must also be sent to the Seller.

Article 8 – Cancellation right and modalities of return

8.1. If one of the Products purchased does not suit the Purchaser, the latter has the right to cancel his order within fifteen (15) calendar days of the day following the delivery, without any penalty or explanation, in accordance with the European and National legal provisions which are applicable to the General Conditions (1). Such cancellation right does not apply to purchase vouchers and to Products which have been made to measure for the Purchaser or adapted at the latter's request. Within that delay, the Purchaser must notify the Seller of his intention to use his Cancellation right, by consulting his Orders under the 'My account' heading, and by clicking on 'Return' on the page displaying the details of his Orders to print the return form. The return form must be filled in, signed and inserted in the returned parcel(s). From the moment the Purchaser expresses his intention to return part or all of his Order, he has seven (7) business days to return the Products to the Seller (at his own expense) within Europe and fourteen (14) business days for returns from the rest of the World. The non-compliance with that delay shall cause the Purchaser to be deprived of this Cancellation right. In consequence, he shall lose his right to reimbursement.

8.2. The Products must be returned to the address of the Seller mentioned below, unless otherwise specified to the Purchaser, by any means of transport left to the choice of the Purchaser, who must keep the dispatch proof: **Alison Engels, Lankem 13, 2200 Noordwijk, Belgium**. The costs and risks of the return dispatch are supported by the Purchaser, whom we vividly recommend to duly insure the parcel.

8.3. If the Purchaser uses his Cancellation right, respecting all modalities provided for in article 8, the Seller commits to reimburse the Purchase Price to the Purchaser, within thirty (30) days of the receipt by the Purchaser of the return package assuming the below mentioned conditions are satisfied. Delivery costs shall be reimbursed by the Seller, however the costs of the return package are to be carried by the Purchaser. The reimbursement shall be made as follows: If the Purchaser paid his Order by credit card, once the returned articles shall have been checked, an amount shall be credited on the credit card used by the Purchaser, corresponding to the returned articles Purchase Price, reduced by the amount of the purchase voucher(s) or discounts used to pay the Order. The reimbursement to the Purchaser shall be made according to the methods agreed upon with the card issuing bank. If the Purchaser paid by another means of payment, the reimbursement shall be paid by bank overdraft, to the bank account provided by the

Purchaser on the return form. In case no valid bank account number has been provided on the return form, the Seller shall be entitled to pay the amount to refund in the form of a purchase coupon valid on a future purchase on the Site.

8.4. The Purchaser shall not be entitled to this Cancellation right if the delivered Products have obviously been worn, are damaged or if there are missing parts. The Products must imperatively be returned properly protected, in their original packaging with the paper security label still attached, in a perfect state allowing their resale (not damaged nor dirty), with all accessories, certificate, user manuals and brochures, to the abovementioned address, with the return form and the original sale invoice, a copy of it being kept by the Purchaser. Otherwise, Products cannot be returned. Parcels without any element allowing the identification of the sender (return code, Order number, surname, first name, address) cannot be returned either. The articles sent but not accepted for return (for any of the abovementioned reasons, which shall be set out in an e-mail to the Purchaser) shall be kept by the Seller at the Purchaser's disposal. The Purchaser must take them back and shall have no right to reimbursement. The Purchaser shall have the option to either have it resent to the same or a different address at his own expenses (which shall have to be paid through the abovementioned payment methods) or to pick it up in the office of the Seller. In case of abnormal or excessive returns, the Seller reserves the right to refuse any further Order.

Article 9 – Legal warranty

9.1. The Purchaser benefits from the legal warranty (articles 1649bis and further, Belgian Civil Code) for any technical defect existing at the time of the Product delivery, if the Purchaser was not or could not be expected to be aware of the defect at the time of the conclusion of the contract, and if it appears within 24 months from delivery. In this case, the Purchaser may request the replacement or repair of the Product, within a reasonable delay and depending on the availability of similar articles, or the termination of the contract, according to the conditions set up by law. The Purchaser shall, however, not be allowed to request the termination of the contract in the case of a minor compliance defect nor if the defect results from normal tear and wear or from abnormal use by the Purchaser or a third party (as set out below in article 9.3). As from six months following the purchase of your item, you will need to demonstrate that the issue truly was a hidden manufacturing defect. We do not refund warranty repairs done elsewhere but happily put our goldsmiths to work to make your jewel as good as new again.

9.2. The Purchaser must inform by e-mailing the Seller of his intention to appeal to the legal warranty, at the latest within 14 calendar days from the day he discovered the defect. The Purchaser shall bear the return costs and shall be liable for any loss.

9.3. The warranty does not apply to : the normal wear and tear of certain articles; -defects caused by use which does not correspond to what is set out in the product description and on the certificate; and - the defects and damages caused by the Purchaser's fault. For any request for or question about information, the Purchaser may contact the Seller Customer Service, by contacting customer service through the contact form on the website.

Article 10 – Privacy protection and personal data processing

10.1. The Seller collects personal data concerning the Purchaser communicated by them at the Site. The Seller commits not to disclose this data to third parties. The data is confidential and shall only be used for internal use in processing of Orders, or to enhance and personalize the communication, for instance by informative mail/e-mail, as well as within the context of the personalization of the Site according to the Purchasers' recorded preferences.

10.2. As a result, the Seller undertakes not to sell, commercialize nor send to third parties the Purchasers' related information. In case of assignment or use by third parties of personal data, the Seller commits to inform the Purchaser in advance, in order to allow him to exercise his opposition right. The Seller may also provide consolidated statistics, concerning its Purchasers, sales, exchanges structures and information at the Site, to trustworthy third parties. However, those statistics shall not contain any personal data. The present Article shall not, however, be construed as preventing the assignment or business transfer or sale to third parties.

10.3. Pursuant to the European and National legal provisions which are applicable to the General Conditions (2), the Member may exercise his right of access to the filing system and his right to rectify the personal data concerning him. We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following: The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service. The right to rectification – You have the right to

request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete. The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions. The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions. The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions. If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

10.4. The Site uses 'cookies'. Cookies are small text files transferred to the User's hard-disk. They aim at tracking the Purchaser's previous Site usage. Furthermore, cookies are used by the Seller to personalize the service offered to the Purchaser. The Purchaser has the possibility to configure his browser to reject cookies.

10.5. Certain web pages of the Site may contain electronic images or 'web buoys', allowing counting the number of the page visitors. Those web buoys may be used with some of the partners of the Seller, for instance to measure and improve the efficiency of certain actions. The information obtained through those buoys simply allows compiling statistics related to the frequenting of certain pages of the Site, in order to better serve Purchasers.

Article 11 – Liability

The Seller only undertakes an obligation of means at all stages of the Site access, from the Order processing, until the delivery or any further services. Any indication of an expected delivery date is merely an estimate. The Seller may not be held liable for all inconveniences or damages linked to the use of Internet, such as a service rupture, an external intrusion or the presence of informatics viruses, or any other event constitutive of force majeure. Under no circumstances, the Seller's liability under the present General Conditions shall exceed the actual sums paid or to be paid at the time of the transaction concerning the Products with respect to which such claim is made, whatever the cause or the form of the claim.

Article 12 - Intellectual Property

All elements of the Site, being visual or sonorous, including the underlying technology, are protected by copyright, brand or patent law, and more generally by intellectual property, as well as by the law concerning databases. They are the exclusive property of the Seller. The Purchaser processing a personal Internet website and wishing to put, for his personal use, on his website a direct link to the Site, is obliged to request the Seller's authorization. This must not be understood as an implicit contract or registration. On the other hand, any hypertext link to the Site, and using the framing technique, the in-line or deep linking technique, is strictly forbidden. In any case, every link, even tacitly authorized, must be removed at the Seller's simple request.

Article 13 - Contact and enquiries management

In case a Purchaser has a question related to his purchase, he can contact the Seller through the contact form on the website. The Seller will attempt to respond to the Purchaser within 5 business days.

Article 14 – Governing Law and jurisdiction

The General Conditions are governed by Belgian law. In the event of a dispute, the Parties shall try to find an amicable solution before initiating any proceedings. Failing an amicable settlement, the dispute shall be subject to the exclusive jurisdiction of the Antwerp judicial district Courts (Belgium).

Article 15 – Separable provisions

If one or more provisions of the General Conditions are held invalid or declared as such by application of a law or a regulation, or following a final decision from a competent court, this shall not affect the validity of the other provisions. The General Conditions and the Order summary transmitted to the Purchaser form a

contractual ensemble and constitute the whole contractual relations between the Parties. If there is any contradiction between those documents, the General Conditions shall prevail.

Article 16 – Proof

The computerized databases stored in the computer systems of the Seller and its partners under reasonable security conditions, shall be considered as proofs of the communications, orders and payments between the Parties.

Article 17 – Modification

The Seller reserves the right to modify the General Conditions and shall communicate the new version through the Site.

(1) (i) The directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts, and the national transposition laws (the Belgian Act of 14 July 1991 Act on commerce practices and on information and protection of the customer) and (ii) the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market and the national transposition law.

(2) The Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the national transposition laws (Belgian Act dd. 8 December 1992 Act on Privacy Protection in relation to the Processing of Personal Data).