

TERMS & CONDITIONS for DIASET BV.

- 1. PAYMENT** Fees and Charges for International Money Transfers, import duty and taxes are fully for the customer. We do not accept payment reduced due to “Shared money transfer charges payments.” Advanced payment must be within seven days after invoice date. After the period of seven days, your order will be canceled. We can only track payments with the Invoice number as payment reference. For jewellery services and in case mentioned specifically, the payment conditions are, directly upon receiving with a maximum delay of 5 working days after Invoice date. Course dates are only definitive after payment in advance. Payment Custom pieces 2/3 upon start setting, 1/3 before shipment.
- 2. FAILURE PAYMENT** In case of delayed payment, we will inform you two times within the first two weeks after Invoice date. After the second notification, 3% of the Invoiced amount will be charged monthly with a minimum of €16,- administration cost.
- 3. QUOTATION AND PRICES** Fees and Charges for International Money Transfers, import duty and taxes not included in the Quotation. For Jewellery services with value lower than €200,-, initial cost of €16,- will be charged. International Shipping rates and VAT are determines once the order is placed, and vary according the final destination or BtoB / BtoC. Prices on Precious metals and stones may fluctuate daily.
- 4. SHIPPING, DELIVERY & RESERVATIONS** Your order will be shipped once your transaction is approved and with that fully paid including fees and charges for international Money Transfer if applicable. No reservations will be made on services, courses or goods which are not on stock, without payment in advance. Customer is fully reliable for providing the correct contact information & responsible for any and all shipping charges on any bounced or undeliverable packages. All shipments are EXWORKS and require signature confirmation. We are not able to ship to PO Box Addresses.
- 5. LEGAL PROPERTY** All goods remain in the legal property of the seller until the goods have been paid in full, whilst the customer remains fully liable for loss or damage.
 - 6.1 GUARANTEE** In case of *Jewelry*: Craftsmanship is of our outmost concern. However, jewelry by its very nature is delicate and should be treated with care. We don't give guaranty on our work when polished, finished or adjusted by other parties or damaged by misuse. Regarding to all our goods: We will repair at no charge any breakage caused by manufacturer defect within 60 days of receipt of purchase. Repairs needed after 60 days or deemed to be caused by misuse will incur a repair charge at the customer's expense. Repairs will be assessed on an individual basis. We only accepts repairs for items purchased with *Diaset BV* directly. Repairs for items purchased at one of our Retailers must be returned through the original point of purchase.
- 7. RETURNS, EXCHANGES & CANCELATIONS** Special Orders or Custom Items cannot be returned. Unused, unaltered goods and in its original packaging may be returned to for refund or exchange within 7 days of receipt. We cannot accept returns for goods purchased anywhere other than *Diaset BV* directly. We do not refund shipping charges, unless we have sent an item in error. Return shipping and insurance is the responsibility of the customer. We regret that we are unable to refund shipping charges for items cancelled once they have been shipped. Upon receiving the customer will carefully examine the goods and will immediately notify *Diaset BV* of any shortage or damage. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the customer shall have given to *Diaset BV* written notice within 3 working days upon receiving the goods. Cancellation on courses must be maximum two months in advance. No refunds after late cancellation.
- 8. COPYRIGHT & LEGAL PROPERTY** All elements of our goods including jewelry supplied and designed by *Diaset BV* are legal property of *Diaset BV* or our suppliers and are protected by international copyright laws and are not aloud to be copied or used in any way without authorised permission of *Diaset BV* or our suppliers: All text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations—both individually and as they are compiled on the site & software. All ideas & designs made by *Diaset BV* remain legal property of *Diaset BV* unless officially agreed differently in writing. All other trademarks which appear on our website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or our affiliates.
- 9. DISCLAIMER OF LIABILITY** Craftsmanship is of our outmost concern. Although we work every accurate and responsible, unforeseen and unfortunate circumstances of any kind and beyond our power can't be excluded. *Diaset BV* is not being held responsible for precious material and it's quality including precious stones of any kind and value supplied by the customer or their representatives. Customer or Company supplying *Diaset BV* with precious material and it's quality including stones of any kind and value is insured or takes full responsibility on it's own behalf for any loss, damage as well as damages for lost profits, business interruption caused by *Diaset BV*. even if we are notified in advance of the potential for any such damages. Customer is responsible for transportation & insurance of the jewellery shipment with a value higher than €1000,- *Diaset BV* is not being held responsible for (personal-) and/or (health-) damage or material damage caused by misuse of any of our goods. We and our corporate affiliates, and the directors, officers, employees, agents, contractors, successors and assigns of each, will not be liable for any damages whatsoever arising out of or related to the use of our products or any other activities linked to it. This limitation of liability applies to direct, indirect, consequential, special, punitive or other damages you or others may suffer, as well as damages for lost profits, business interruption or the loss of data or information, even if we are notified in advance of the potential for any such damages.
- 10. APPLICABLE LAW** By purchasing goods with, or visiting websites owed by *Diaset BV* you agree that the laws of The Netherlands, will govern the use of our website or our goods by you or your purchases from *Diaset BV* without regard to the conflict of laws and any dispute of any sort that might arise between you and us or any of our affiliate.
- 11. DISPUTE** Any dispute relating in any way to our products & services shall be submitted to confidential arbitration in Utrecht, The Netherlands. However, if you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court. You consent to exclusive jurisdiction and venue in such courts. Any arbitration under this agreement shall be conducted under the prevailing rules of the arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration with respect to *Diaset BV* or to products purchased here shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise.