

Embassy Jewel AG Grendelstrasse 2, CH-6004 Luzern, Switzerland Phone +41-(0)41 418 20 80

sales@embassy.ch www.embassy.ch

# General Terms and Conditions Embassy Jewel AG

December 2023

Embassy Jewel AG Grendelstrasse 2 6004 Lucerne

Telephone: +41 (0)41 418 20 80

Email: sales@embassy.ch

#### 1. Orders

After ordering a purchase or a repair, the customer will receive a confirmation email with the link for credit card payment. When the payment is credited, the order becomes binding for both parties. A repair order also becomes binding when the customer signs the cost estimate.

#### 2. Prices

The prices are given in Swiss Francs (CHF) and include VAT at the applicable rate. Our VAT number is CHE-105.915.433.

## 3. Delivery / invoicing / customs / payment

Deliveries within Switzerland are postage free. Abroad, we charge the cost of shipping by courier (DHL, FedEx) or the Swiss Post (after consultation with the customer). The costs for shipping and, if necessary, for customs clearance are shown separately on the invoice.

Deliveries abroad are offset against the export price without Swiss VAT. Customs and VAT are incurred in the recipient's country and must be paid directly by the buyer.

Use and risk of the purchased item are transferred to the customer upon delivery. The goods are insured during transport by Embassy Jewel AG's transport insurance, provided that the shipment complies with our specifications.

When paying via Saferpay, your payment data will be processed by SIX Payment Services AG, Hardturmstrasse 201, 8005 Zurich (hereinafter "SIX"). Further information on data protection can be found on the SIX website at <a href="https://www.six-payment-services.com">www.six-payment-services.com</a>.

# 4. Third Party Warranty

The manufacturer grants a guarantee according to its conditions. We supply the customer with the guarantee certificate and are available to process guarantee claims without our own legal obligation.

Delivery address for returns:

Embassy Jewel AG, Grendelstrasse 2, CH - 6004 Lucerne, +41 41 418 20 80

## 5. Material warranty by Embassy Jewel AG

As far as the Embassy Jewel AG itself is claimed for material defects, the guarantee is limited to the elimination of the defects (repair and, if necessary, subsequent improvement). If the defects are irreparable, Embassy Jewel AG will provide an equivalent replacement. Price reductions and changes to the contract are excluded.

Our warranty is limited to two years for new products and one year for repairs.

Shipping costs for returns during the guarantee period will be borne by Embassy Jewel AG. Shipping costs for repairs after the warranty period are borne by the buyer.

The goods are insured by Embassy Jewel AG's transport insurance during transport in accordance with our specifications.

# 6. return of products

Returns, exchanges or refunds are possible for products originally purchased in Switzerland at the Bulgari, Cartier and Van Cleef & Arpels monobrand boutiques managed by Embassy in Lucerne under certain conditions, provided that (1) the return takes place within 30 days of the purchase date; (2) the product is accompanied by the original invoice, certificates, documentation and the international limited warranty; (3) the product, including the packaging, is unused and in perfect condition. Returns of (i) custom-made, engraved or personalised products are not accepted. Returns may be accepted in case of VAT refund, exemption or export of the product subjet to compliance with the applicable tax regulations and customs formalities.

Before accepting any return, Embassy reserves the right to verify the product and carry out the necessary technical inspections to confirm the authenticity and integrity of the product wheter in the boutique\* or workshop concerned and . In case of doubt, return is ruled out. Refunds will only be made to the initial payer with the same means of payment. Credits on goods are personal and valid for twelve months.

Embassy reserves the right to amend this policies at any time.

\*Cartier Lucerne, Bulgari Lucerne, Van Cleef & Arpels Lucerne

The above does not restrict the mandatory consumer rights pursuant to the applicable laws in Switzerland, in particular with regard to defective products.

## 7. Repair order and collection

Verbal information on repairs that have been brokered in our boutiques is only of a non-binding nature. These are only binding for Embassy from the point in time after a written offer has been confirmed by the customer from the manufactory or atelier. Repairs up to an amount of CHF 100 will be carried out without a cost estimate.

As soon as the goods come back from repair, they are ready for the customer to pick up in the boutique. If the goods are not picked up within six months after notification of completion, Embassy will contact the customer regularly for three years and ask them to pick up the goods. If the goods are not picked up within this 3-year period, there is no longer any obligation to keep them or any liability for damage to or loss of the goods. If the customer does not respond to the last contact, he waives the ownership of the goods in the sense of a conditional disposal and this is automatically transferred to Embassy at the relevant point in **time and without further action** on the part of the customer or Embassy.

# 8. Law and place of jurisdiction

Swiss law is applicable to all contractual relationships between Embassy Jewel AG and its customers. The UN Convention on Contracts for the International Sale of Goods ("Vienna Sales Law") is excluded.

The exclusive place of jurisdiction is Lucerne.

Status of these general terms and conditions: December 2023 (supplement 6.)