

GENERAL CONDITIONS BAUNAT N.V.

Use of the website

These General Conditions apply to the websites www.baunat.com & <http://www.baunatjewellery.cn> (and all similar jewellery websites of the BAUNAT group such as www.baunat.be, www.baunat.fr, www.baunat.net etc). Wherever www.baunat.com is mentioned in these General Conditions, is this also applicable for all similar jewellery websites of the BAUNAT group (<http://www.baunatjewellery.cn>, www.baunat.be, www.baunat.fr, www.baunat.net etc).

Purchase at BAUNAT

Moreover these general conditions apply to all contracts concluded with BAUNAT N.V. and they contain all mutual rights and obligations between the client and BAUNAT N.V.

The client declares that previously to the conclusion of any contract with BAUNAT N.V. he took notice of the general conditions as published on the website www.baunat.be OR www.baunat.com of BAUNAT N.V. and declares expressly to accept them.

This declaration of acknowledgment and acceptance is done by the "internet client" by an electronic confirmation and by the "non internet client" from the moment of agreement with the offer and the subsequent payment (or advanced payment) of the agreed amount.

This website has been created and is managed by BAUNAT N.V., Schupstraat 21, box 5, 2018 Antwerpen, België, KBO 0899.153.574, RPR Antwerpen.

Article 1. DEFINITIONS, SCOPE OF APPLICATION AND OBJECT

1.1. Definitions

- BAUNAT N.V.: BAUNAT N.V., with company seat at 2018 ANTWERPEN, Schupstraat 21, box 5, KBO 0899.153.574, RPR Antwerpen, acting under the commercial brands BAUNAT N.V., & www.baunat.be & www.baunat.com
- Purchaser: any natural person or person created by law who enters into a contractual relation of any type with BAUNAT N.V.;
- Consumer buyer : any natural person or person created by law who buys products or services present on the market;
- Client: any person who accedes to the BAUNAT N.V. website and who has or not a contractual relation with BAUNAT N.V.;
- Person: any natural person, a person created by law, or a factual association;
- Products: the object of one or more contracts;
- Prices and/or price indication on the website: The mere indication of a product price on the website BAUNAT N.V. never contains a final offer. It can never be a source of rights for the client. (see hereafter: Products with a fixed price, Products with an indicative price, Guaranteed fixed prices and art.1.4. of the General conditions)
- Products at fixed price: only means that the available product has a stable market price so that the variability of this product between the price mentioned on the BAUNAT website and the price mentioned in the final offer

of BAUNAT N.V. is very small or inexistent. (see hereafter: Products with indicative price, Guaranteed fix prices and art.1.4. of the General Conditions)

- Products at indicative price: only means that the available product has no stable market price so that the price of this product will be subject to important fluctuations due to the fluctuations of the price of the raw material (for ex. rare diamonds components) or the composition of the available product (for example in case of hand crafted design). This means that there can be an important difference between the price mentioned on the BAUNAT website and the price mentioned in the final offer of BAUNAT N.V. (see hereafter : Guaranteed fix prices and art.1.4. of the General Conditions)
- Guaranteed fixed price: The price mentioned in the offer that BAUNAT N.V. gives to the client. This is an obligatory price for BAUNAT N.V., during the validity time of the offer (see hereafter art. 1.4. of the General Conditions).
- Website(s) : following websites (together or separate), managed by BAUNAT N.V. : www.baunat.be & www.baunat.com
- Identification Modes: The security systems mentioned in the General Conditions which have to be used by the client to get access to and to use the websites of BAUNAT N.V., and to secure the access to these sites, consisting of a login and a password. BAUNAT N.V. is entitled to change or to adapt the identification modes. The new identification systems will be considered as the identification modes as defined above.

1.2. Scope of application

Website and showrooms BAUNAT N.V.

These general conditions apply to the use of BAUNAT N.V. websites, to all BAUNAT N.V. offers (via website or via the showrooms), and to all contracts concluded with BAUNAT N.V. and contains the mutual rights and obligations of the client and BAUNAT N.V.

Derogations

Unless expressly agreed otherwise in a written form, no derogations to the present general conditions will be accepted. All clauses which were not subject to derogation will remain fully in force.

General and Billing Conditions of the client

The client's own general and/or billing conditions will never apply to the contracts concluded with BAUNAT N.V.

Worldwide sales

BAUNAT N.V.'s products are sold worldwide.

1.3. Object, offers and mistakes

Own brands – Intellectual property rights

BAUNAT N.V. offers a jewellery line of high quality and standing under her own name and brand. This jewellery line is offered and showed on the website and in the specific showrooms mentioned on BAUNAT N.V. websites.

All products manufactured and sold under BAUNAT N.V.'s name and brand are protected by national and international law (i.e. intellectual property rights) and are property of BAUNAT N.V. It is forbidden to use the commercial names and brands

'BAUNAT' and/or 'BAUNAT N.V.' and to use, copy, reproduce, modify, disclose, distribute, supply, retail jewellery under the BAUNAT brand or to transfer any rights to thirds. The client commits himself to indemnify and to guarantee BAUNAT N.V. against all claims or law suits of third parties, for damages caused by infringements of these obligations.

Stocks and Offers

The products shown and described on BAUNAT N.V.'s website give an overview of the complete line of BAUNAT N.V. The product price mentioned on the website of BAUNAT N.V. does not contain a definite price offer. A purchase is only concluded when the (partial) payment has been received from the customer and BAUNAT N.V. is able to deliver the product to the customer. BAUNAT N.V. refers for as much as necessary to its article 1.4 of these General Terms and Conditions.

BAUNAT N.V. aims at maintaining a stock of products shown and offered on her website. Yet BAUNAT N.V. will never be able to guarantee that she can supply the product that the client is willing to buy. The client can always contact (by phone or mail) BAUNAT N.V., to verify the availability of a product. BAUNAT N.V. will do its utmost best to manufacture and/or deliver the ordered products. In case of unavailability of the product or impossibility to manufacture the product or (sudden) extreme price fluctuations, and even if the (potential) client has transferred money to BAUNAT by wire transfer or via credit card (hereby endorsing its intention to purchase), this does not bind BAUNAT to deliver and BAUNAT can still decide to repay the same sum. Of course BAUNAT commits itself to communicate as soon as possible the reason of repayment. BAUNAT N.V. reserves the right to mention a truthful, yet indicative number of pave diamonds on the website or in tailor made quotations, for every jewel containing pave diamonds smaller than 0.30 ct that may vary in size (i.e. pave rings, bracelets, tailormade jewellery, etc.). These possibly slight differences result from considerations regarding durability, strength & flexibility of our jewellery. BAUNAT N.V. undertakes to communicate this truthful, but nonetheless indicative number of diamonds as well as possible to the Client. For all jewellery for which the size does not affect the number of pave diamonds (i.e. earrings, pendants, etc.) present in the jewel, the number communicated on the website is not indicative, but very accurate.

As to tailor-made jewels, our experts always make an approximate calculation of the number of small diamonds in the jewel based on the pictures or information we are provided with. This number is rough and may be slightly rounded during the evolution of the manufacturing process. Given that any small change to the reduction or increase in the number of small diamonds will have no real effect on price, the price will remain the same in either case. Regarding the sale of coloured gemstones (ruby, sapphire, emerald, ...), any indication of size, caratage of the gemstone(s) will always be communicated as accurate as possible. These values remain indicative. The images of coloured gemstones on the website or accompanying a personal offer, strive to be a realistic representation of the given stone(s). A divergency in colour, due to incidence of light, current natural light conditions or the use of artificial light is possible. If the client requires exact information on the color and other properties of the given stone(s), it is possible to acquire a certificate (by a renowned laboratory) of the given stone(s). The certification of coloured stone(s) is not offered standardly, since this is not customary. The certification of coloured stone(s) implies a delay in production and an additional cost (starting from € 70,- dependent on the caratage of the stone(s)).

Gift cheques

If available, clients can purchase gift cheques on the website and in all showrooms of BAUNAT N.V. These gift cheques can be used as a payment instrument in order to purchase products shown and described on the website and this by using a single-use code. The value of the gift cheque will always be deducted from the price (VAT included) of the purchased jewel as mentioned in the order confirmation. Additional taxes (i.e. import taxes, local taxes outside EU) are at clients' charge.

Mistakes and clerical errors

Information, pictures, descriptions on the website of BAUNAT N.V. or the information given by email, by chat communication - and/or by phone are as precise as possible. But BAUNAT N.V. can not be held liable for mistakes, clerical errors, erroneous mentions or lack of information.

When the client faces unclear information he can always contact a representative of BAUNAT N.V. Contact data of BAUNAT N.V. are mentioned in the present General Conditions and on the website or with a tailor-made quotation. In case of unavailability of the product or impossibility to manufacture the product, and even if the (potential) client has transferred money to BAUNAT by wire transfer or via credit card (hereby endorsing its intention to purchase), this does not bind BAUNAT to deliver and BAUNAT can still decide to repay the same sum. Of course BAUNAT commits itself to communicate as soon as possible the reason of repayment. When the price of a product, mentioned in the offer or a quotation, is different from the real price, a representative of BAUNAT N.V. will contact the client, before expedition of the purchased product, in order to leave him the possibility to either pay the price difference, or to renounce the purchase. BAUNAT N.V. apologises for the troubles which could be caused by this.

Articles without diamonds

BAUNAT is a diamond jewellery brand, selling only articles with diamonds. However, as a matter of service to our clients who buy/bought diamond jewellery, BAUNAT offers (only) these clients the possibility to buy articles without diamond (e.g. golden wedding rings without diamonds). But this service is explicitly for clients who separately purchased diamond jewellery articles. Summarized, BAUNAT will not allow purchases of non-diamond articles without purchase of a diamond jewellery. This paragraph concerning articles without diamonds does not apply to watches. See art. 17 in our Terms of Use.

Pictures

BAUNAT N.V. exerts herself to give a realistic and detailed picture of her products on her website. It could happen that a product is enlarged or reduced on the picture in order to allow the client to have a detailed view of the product. The client must be aware that each screen is calibrated in a different way so that image and colours can be slightly different from reality.

Availability

The client can verify the availability of a product on the website of BAUNAT N.V. The data concerning a product (i.e. the price) are subject to daily changes and do not bind BAUNAT N.V. In case of unavailability of the product or impossibility to manufacture the product or (sudden) extreme price fluctuations, and even if the (potential) client has transferred money to BAUNAT by wire transfer or via credit card (hereby endorsing its intention to purchase), this does not bind BAUNAT to deliver and BAUNAT can still decide to repay the same sum. Of course BAUNAT commits

itself to communicate as soon as possible the reason of repayment. BAUNAT N.V. reserves the right to mention a truthful, yet indicative number of pave diamonds on the website or in tailor made quotations, for every jewel containing pave diamonds smaller than 0.30 ct that may vary in size (i.e. pave rings, bracelets, tailor-made jewellery, etc.). These possibly slight differences result from considerations regarding durability, strength & flexibility of our jewellery. BAUNAT N.V. undertakes to communicate this truthful, but nonetheless indicative number of diamonds as well as possible to the Client. For all jewellery for which the size does not affect the number of pave diamonds (i.e. earrings, pendants, etc.) present in the jewel, the number communicated on the website is not indicative, but very accurate.

Determination and selection of the appropriate ring size

BAUNAT provides the customer with as many tools as possible (eg. Baunat App, free synthetic ring sizers, possibility to measure one's size in our showrooms etc ...) so that customers are able to correctly determine their ring size even when ordering at distance. After determining the ring size (no matter through which BAUNAT mean), the choice and the order of the right size is the customer's responsibility and not BAUNAT's. This applies to all means of ring size determining, including the determination in one of our showrooms with a standard metal ring sizer. Even in the latter case when receiving the opinion of the BAUNAT advisors, the size choice remains at clients' discretion and is their responsibility. Customers must make a decision based on their own impressions (ex. preference for a tighter or wider size etc ...). Moreover, given the number of different ring styles and the fact that our products are hand-crafted, BAUNAT is by no means able to ensure that the metal thickness of the finished products will be 100% equal to that of demonstration models (available in our showrooms), this means that depending on the different models there might be slight discrepancies in the ring size. BAUNAT will never be responsible for any wrong ring size complaints and the shipping and size adjustment costs will never be on its behalf. These costs will be charged to the customer.

Determination of conformity of delivered products

Given the fact that our products are hand-crafted, and images and videos of the demonstration models online can be slightly different from reality due to the fact that each screen is calibrated in a different way, BAUNAT is by no means able to ensure that the metal thickness, height of the settings, details of the chaton of the finished products will be 100% equal to that of demonstration models (available in our showrooms), nor to the visual demonstration if our website.

This means that depending on the different models there might be slight discrepancies in the finished product. Slight differences such as height of setting, style of finishing (rounded or tiger prongs), width and thickness of ring band, are not defined as inconformity. BAUNAT will never be responsible for any complaints regarding these above explained slight discrepancies.

1.4. Conclusion of the contract

Intention to purchase:

Previous to the conclusions of any contract between an internet client and BAUNAT N.V. the client must select a certain product and fill in the data asked by BAUNAT N.V. By doing so the client only expresses his intention to purchase a certain

product. The client can either choose a product at fixed price (see art. 1.1 Definitions) or a product at indicative price (see art. 1.1 Definitions). Upon reception of the clients' intention to purchase, BAUNAT N.V. will, for an available product at fixed price (see art. 1.1 Definitions), immediately forward a definite offer to the client.

Offer and order confirmation:

Concerning the products at indicative price (see art. 1.1 Definitions) BAUNAT N.V. will forward by email an offer to the client within ten (10) days. This offer will be as close as possible to the desires of the client expressed in his intention to purchase. This offer implies that from the moment the e-mail is sent to the client, the product in question will be displayed on the website for 2 working days. The client will therefore - for a maximum period of 2 working days - be able to purchase the production in question at this price, depending on availability.

Validity time of the offer and confirmation of the offer:

Each offer of BAUNAT N.V. is conditional. Each offer has a validity time of maximum two (2) working days, starting from the moment that BAUNAT N.V. forwards the offer to the client.

Provided that no contract has been concluded and/or that BAUNAT N.V. did not receive any payment, nor any confirmation of payment (by bank transfer), the offer will be lapsed, notwithstanding the right of BAUNAT N.V. to extend the running time of the offer. This means that the offer and the guaranteed price are only valid during the running time or during the extended running-time of the offer unless the product is unavailable, it is impossible to produce the product or the product is under the influence of (sudden) extreme price fluctuations. Extension of time can only be granted expressly and in written form by BAUNAT N.V.

Formation of the contract:

The contract is concluded provided that the client has unconditionally accepted the offer and has expressly accepted the general conditions of BAUNAT N.V. and that BAUNAT N.V. forwarded an unconditional order confirmation to the client. When the offer has been made by use of the website of BAUNAT N.V. the order confirmation is forwarded to the client by mail on the mail address supplied by the client. The contract between the client and BAUNAT N.V. always provides an explicit resolving clause. (see infra)

Explicit resolving clause:

Each contract concluded with BAUNAT N.V. is subject to the resolving condition of payment of the purchase price within the period as precised hereafter. BAUNAT N.V. explicitly refers to art.1184 of the Belgian Civil Code. In case BAUNAT N.V. did not receive any payment, nor any confirmation of payment (by bank transfer), within five working days after the offer has been forwarded by BAUNAT N.V. to the client , BAUNAT N.V. will be entitled to resolve the contract in a unilateral manner and without notification of the client.

Valid contract:

When the contract has been concluded through the website, both the client and BAUNAT N.V. explicitly declare that the contract has been valuably concluded by means of electronic communication. Parties declare that the contract has obligatory force notwithstanding the lack of physic signature. The electronic data of BAUNAT N.V. are accepted as evidence.

Breach of contract:

To avoid abuse, the return policy only applies after the effective delivery and receipt by the Customer of the ordered and purchased item has taken place. In the event

that the customer wishes to cancel an order before delivery, the depreciation that it suffered will be charged.

BAUNAT is committed to delivering high quality tailor-made products at the best possible price/quality ratio. As for the design, BAUNAT has full confidence in the aesthetic sense and expertise of its craftsmen when manufacturing customized jewelry. This is why, without any clear and precise indication from the customer's side regarding the design of the jewel, BAUNAT goldsmiths reserve the right to create the order on the basis of their own expertise in this area (which always includes the respect of quality standards such as stability, security and sustainability) and personal inspiration.

BAUNAT will never be responsible for any complaints regarding the design of the finished jewel once the final version of the 3D drawings has been validated upon written confirmation by the customer without submitting any specific remarks on the appearance of the desired jewel.

At the end of the manufacturing process, small changes can still be considered, if possible. Indeed, it is at the discretion of our goldsmiths (whose choices and actions are always conducted by the compliance with quality standards such as stability, security, and sustainability) to decide whether it's possible to make small adjustments,. If small changes are possible but would entail costs, these costs will still be subject to customer's acceptance.

In the context of Tailor made designs, BAUNAT is always entitled to make necessary adjustments to the jewel in the context of technicality, durability, safety, portability.

And finally, in the particular case that the client has paid a partial amount of the total purchase amount (= advanced payment), and BAUNAT has already started the production of a tailor made jewel or the purchase of a non standard diamond, then BAUNAT is entitled to resolve the contract in a unilateral way, if the client does not pay the remainder part of the total purchase amount within the by BAUNAT agreed & approved timings (if no specific date/period is set, the latest date/period for full payment is determined from the moment BAUNAT notifies that the purchased item(s) are ready for shipment). In this particular case BAUNAT is entitled to an indemnity which amounts at 40% of the total purchase amount, whereby obviously the partially paid amount will be considered as non refundable and as part of this due indemnity. Naturally, BAUNAT is also authorized to demand and enforce execution of the purchase and thus full payment at all times.

BAUNAT also possesses showrooms. These showrooms (with exception of the showroom of Antwerp) are not to be considered as points of sale. The main purpose of these showrooms is to facilitate & guide potential clients in questions & understanding of the offering by BAUNAT NV. This can be done by guiding them through the website www.baunat.com or giving them explanation regarding the offered products. Every request from a potential client which might lead to a different price or quality as shown on www.baunat.com should be transferred to the headquarters of BAUNAT NV in Antwerp, where the final decision regarding the price of requested quality will be taken and the sale will be concluded. The Showroom staff can also show articles (who room pieces samples) to the potential client, but the client can never take them with him/her, neither them pickup in a later stage. The

only showroom where a client can pick-up a purchased article is the showroom of Antwerp. The sale will always be concluded via BAUNAT NV (www.baunat.com, owned by BAUNAT NV), who will produce, invoice & deliver/ship the purchased product to the client.

1.5 What materials & diamonds are used by BAUNAT?

BAUNAT only works with 18 carat gold (75% gold – alloy 'Au750') and platinum 950 (95% platinum – alloy 'Pt950').

BAUNAT only offers 100% natural diamonds. This means no lab grown, no treated, no artificial and no clarity intensified diamonds. In this regards, BAUNAT uses the most advanced tools to detect & (if) reject any diamond which is not a natural one. In case of any questions, please contact our diamond expert at info@baunat.com. BAUNAT only uses high quality diamonds in its jewels. For each piece of jewellery that holds a diamond equal to or over 0.3 carats, you receive a certificate of a recognised diamond laboratory, with a description of your stone's 4 C's. [For more info, click here.](#) The quality or carat weight of the diamond offered on the website or on the quote is the minimum that BAUNAT promises to deliver. BAUNAT is always entitled to offer a deviation of the diamond in favor of the customer (for example higher quality or weight) based on availability in the market. However, In case of after sales service (whether within warranty or not) BAUNAT can never be obliged to redeliver the upgrade just mentioned.

Concerning goods with a personalized character, and specifically diamonds with a quality deviating from our standard offering, BAUNAT offers its client the possibility to communicate clearly and proactively their complete list of specifications. BAUNAT composes its offer based on all information provided by the client. If BAUNAT is not able to deliver any of the specifications listed by the client it will be communicated clearly in the offer sent to the client. BAUNAT will compose its offer on the basis of the objective information listed on the diamonds certificate, hereafter named the diamond's characteristics. If the client does not clearly express a precise preference for a given diamond characteristic, the offer will be composed without taking that specific diamond characteristic into account.

BAUNAT shows and sells only diamonds that are approved by the client and prepaid (by bank wire only, no cash). As soon as BAUNAT has received a proof of the customer's bank wire transaction, is this considered as an agreement to purchase the diamond (jewel), making this purchase irreversible.

1.6 What is BAUNAT's policy towards conflict (blood) diamonds?

Conflict diamonds are diamonds that come from conflict areas, where local militia try to use diamonds to finance their activities. The Kimberley Process Certification System was set up to stop these diamonds to enter the world market by controlling the origin of diamonds from conflict areas.

The Kimberley Process is an international system that regulates diamond business in order to guarantee that they come from conflict-free areas. The Kimberley Certificate guarantees your diamond is not a 'conflict' diamond. It was determined that as from 2008, 99.9% of diamond transactions concerned non-conflict diamonds.

Obviously BAUNAT NV has a zero-tolerance policy towards conflict diamonds. We only buy diamonds through the most respected diamond manufacturers who act in line with the standards set up by the Kimberley Process.

[Via this link](#), you find more information concerning conflict diamonds and the Kimberley Process Certification System.

Article 2. AVAILABILITY, IDENTIFICATION, SECURITY

2.1. Availability

The BAUNAT N.V. website will be available every day, 24 hours a day. (see art.9 and 10 of the present general conditions)

2.2. Access and use

To receive an offer from BAUNAT N.V. via internet, the client has to identify himself and use the identification mode provided by the website. BAUNAT N.V. exerts herself to secure as much as possible the communication line for 'access to' and 'use of' the website of BAUNAT NV. For this purpose BAUNAT N.V. can at any moment change the access procedure, the identification mode, the access to this identification mode and the security measures, required by i.e. the technical evolution.

2.3. Use of a password

In some cases the client will have to use a password to access certain parts of the website(s) of

BAUNAT N.V. The access to these parts without using the password is strictly forbidden. The client has to keep the received password secret. The client commits himself to inform BAUNAT N.V. immediately in case his password has been disclosed to thirds or in case he received the password through person/company other than BAUNAT NV. Any use of the services of BAUNAT N.V., if required after the valuable identification of the password, will be considered as been executed by the client. In case BAUNAT N.V. has reasons to believe that the security of her website is in danger, she will be entitled to alter the clients' password.

2.4. Suspension of the service

Maintenance, modifications, improvements

BAUNAT N.V. is entitled to suspend the services of her website and the connected systems when maintenance, modifications and improvements have to be done. If possible BAUNAT N.V. will warn the client beforehand.

Technical incidents, force majeure, urgency

In case of a technical incident, in case of force majeure or in case of urgency, interruptions could occur without previous warning. In case of a partial or a total denial of access to the website, BAUNAT NV will -if possible- try to explain the reasons to the client. BAUNAT N.V. refers to the provisions of art. 9 and 10 of the present general conditions.

2.5. In case of problems

The client is requested to contact a BAUNAT N.V. representative – as identified in art.16 of the present general conditions and on the website – in case the client faces problems as consequence of the interruption of the website, as mentioned in art.2 of the present general conditions.

Article 3. PRICES, METHODS OF PAYMENT AND PAYMENTS

3.1. Prices

Prices are not negotiable. Once the agreed price has been paid (fully or via partial payment), the price is fixed and will not be changed, whatever reason (promotions, etc) brought by the client.

Prices are in €, \$, £, CHF, CNY, HKD or JPY.

Prices on the website are in €, \$, £, CHF, CNY, HKD or JPY.

Overview of prices and transparency

In general: BAUNAT N.V. guarantees that her product offer gives a correct and transparent overview of prices and of all elements of that price.

Costs connected to the method of payment: Certain payment methods (see art.3.2. infra) can result in additional costs. This will be clearly communicated to the client.

Calculation of the costs: VAT, local taxes, import and export charges and taxes, delivery costs, will be calculated in function of the place of delivery.

Promotional and/or special discount prices (in any form) are not cumulative. The use of discount vouchers or discount codes is only applicable for diamond jewels. The discount cannot be applied after the payment has been made. Gift vouchers distributed by BAUNAT of € 200 can only be used if the purchased amount excl. VAT is higher than € 1000. Gift vouchers distributed by BAUNAT cannot combined with other discounts, and only one can be used for each purchase. When the gift voucher is purchased by a client and distributed as a gift, more vouchers can be used for one purchase.

Internet client: The price mentioned by BAUNAT N.V. in her offer to the client is due by the client, according to art.1.4. of the general conditions.

Non internet client: The price indicated in the invoice of BAUNAT N.V. is due by the client.

Errors in the price offers

BAUNAT N.V. is entitled to correct errors (of manipulation), like -but not exclusively- evident mistakes, even after conclusion of the contract. BAUNAT N.V. refers -when required so- to art. 1.3. 'Errors and mistakes and erroneous mentions' and to art.1.4. of the general conditions.

Product offer

Once the client has communicated his intention to purchase, BAUNAT N.V. will make forward an offer to the client in which the VAT tariff will be mentioned. If required so, BAUNAT N.V. refers to art.1.4. of the present general conditions.

The costs of delivery are paid by BAUNAT N.V.

In case of delivery outside the EU, prepayment of export and import charges and taxes, and other local taxes and charges can be asked to the client.

What do the prices found on www.baunat.com include?

Prices & taxes payable to BAUNAT depend on the country of destination (= country where the purchased items have to be delivered).

Clients within the EU

Prices (payable to BAUNAT) will be increased with the appropriate VAT rate for each EU country. [You can consult an overview of all VAT rates within the EU here.](#)

Clients outside the EU

Prices payable to BAUNAT remain exclusive VAT. Thus no VAT is applicable, but most countries apply on delivery a border tax and/or local taxes, which our clients have pay to the delivery courier. Baunat offers you information on border and local taxes. [Click here to see our indicative tax calculator for most common non EU countries.](#)

Tax-free purchases and export outside the EU

BAUNAT offers its customers a tax-free purchases service. In this case, the customer needs to prefund Belgian VAT (21%) which will be refunded once the customer has performed exportation outside the European Union.

Refund rates for Belgian VAT (21%) at BAUNAT:

ORDER < € 2.000 VAT EXCL.	18% Refund
ORDER € 2.000 - € 3.000 VAT EXCL.	19% Refund
ORDER € 3.000 - € 5.000 VAT EXCL.	20% Refund
ORDER > € 5.000 VAT EXCL.	21% Refund

BAUNAT informs the customer about the items that the customer needs to present while passing through the customs of the European airport from where the customer will export the jewel. The customer will need to present the purchased product(s), the invoice, the passport (proving that the customer is no European resident) and the boarding pass (proving that the customer is leaving Europe).

The exportation must be performed within 3 months from the date shown on the product invoice.

The invoice must be stamped by the customs of the European airport from where the customer is performing exportation, so that the customer can claim a VAT refund from BAUNAT. The stamped invoice needs to arrive at the BAUNAT nv office no later than 3 months after the date the invoice was stamped.

BAUNAT will transfer by bankwire to the customer the corresponding VAT refund amount exclusively upon receipt of the original product invoice stamped by the customs of the European airport from where the exportation took place (the stamp will be analyzed first).

We will only accept invoices which have been stamped by the customs of the following airports:

- Zaventem (BE)
- Schiphol (NL)
- Charles de Gaulle - Roissy (FR)
- Frankfurt (DE)
- Düsseldorf (DE)
- Madrid (ES)
- Rome (IT)

For exports made from any other airport, BAUNAT can decline application of the tax refund procedure. In case BAUNAT decides to apply the refund procedure for an airport not on the list above, BAUNAT will apply an additional administrative fee of 10 % which will be deducted from the total authorized refund amount (please consult the

VAT refund scheme). For example if a client is entitled a 21% refund (amount > 5000 VAT excl.), it would mean that he/she will be refunded 18,9% (= 90% x 21%).

The VAT refund is made upon receipt of a (stamped) suitable invoice for export provided by the internal accounting department of BAUNAT. The customer must clearly express his/her wish to export from the start of the order process, so that the appropriate VAT rate (21%) is applied to the tax free price, in order to determine a final VAT inclusive price. In case the customer does not communicate his/her export intention from the beginning, he/she will not be able to benefit from our VAT refund services. Therefore, the order will be subjected to the (non refundable) rate of local VAT, depending on the country of delivery.

BAUNAT will never be responsible for any mistakes coming from the customer's side (ex. erroneous bank details) that would result in bank fees. The customer will eventually be charged for these bank fees.

BAUNAT will never take on its behalf any bank fees which result out of the bank wire. These bank fees will eventually be on behalf of the customer.

Tax-refund is performed according to the legal procedure established in the Royal Decree nr. 18 of the 29th of December 1992 that deals with the Value Added Tax exemptions when exporting goods and services to a place outside of the European Community. (*The Article 8, 4°, of Royal Decree 18 states that the seller must establish the existence of the exportation by providing the customer with a copy of the invoice or a similar document bearing the stamp of the customs of exit from the European Community*) according to which the presentation of the invoice of the purchased product (as exportation document) when passing through the customs is sufficient (in addition to the presentation of the three other items listed above - the product, the passport and the boarding pass). According to the Belgian and European law, no other documents are required.

BAUNAT will never be responsible for any type of exceptional event that would prevent the client from exercising the right to claim a VAT refund (ex. refusal of airport customs to stamp the BAUNAT invoice in case another document for exportation would be required according to any regional/national legislation, the closing of customs and impossibility for the customer to get the stamp, no reception or loss of the invoice sent by the client by the mail etc ...).

Additional information

If required BAUNAT N.V. will provide to the client enough information concerning the export and import charges and taxes, and other local taxes and charges concerning expeditions outside the EU. Export and import charges and taxes, and other local taxes and charges are always at clients charge, unless otherwise provided in legal provisions.

BAUNAT N.V. can never be held liable for differences/changes in VAT tariff or export and import charges and taxes.

3.2. Methods of payment

The client who received, and unconditionally accepted an offer of BAUNAT N.V., according art. 1.4. of the general conditions, can pay in the following ways:

- Bank transfer (Please note that all extra bank charges need to be borne by the

client. We need to receive the agreed amount NET on our account. No exceptions will be accepted).

-Cryptocurrencies: Bitcoin (BTC), Ethereum (ETH), Bitcoin Cash (BCH), Dogecoin (DOGE) and 4 USD-pegged currencies (GUSD, USDC, PAX, BUSD)

- Visa, Mastercard, American Express, Diners Club, Maestro, Bancontact, Ideal, Paypal, Sofort Banking, Finnish E-Banking, GiroPay

- Alipay, WeChatPay, ChinaUnionPay

- Gift cheque of BAUNAT N.V.

Extension

BAUNAT N.V. can change and/or extend the payment means. These modifications and/or extensions will be communicated through the website of BAUNAT N.V.

SSL Technology

In order to guarantee the security of on line payments and personal data of the client, the on line transactions will be encrypted by SSL technology.

Specific Conditions

When payment is done by credit card, the conditions of use of this card are determined by the card issuer. BAUNAT N.V. is not involved in the relation between the client and the card issuer. BAUNAT will never take on its behalf any bank fees that may be charged by the customer's bank. These bank fees will eventually be on behalf of the customer.

Article 4. TERMS OF DELIVERY

4.1. In general

- With 'delivery' we mean – unless otherwise defined – first delivery to the client in case of a purchase.
- BAUNAT N.V. takes cost and insurance of the first delivery due to a purchase at her charge. Reshipments, 2nd or later deliveries after adjustment or repair, fall under the client's responsibility.
- Purchased products will only be delivered by BAUNAT N.V. after payment or confirmation of payment according to art. 1.3. and 1.4. of the present general conditions.
- Purchases on the website of BAUNAT N.V are dispatched worldwide. BAUNAT N.V. works together with transport companies specialized in the forwarding of valuable goods. Depending on the place of delivery, the purchased products will - in most cases - be forwarded by one of the following companies: Fed-Ex, UPS, DHL or De Post.
- If BAUNAT fails to respect the delivery period which they have guaranteed, the customer has the right to retain from purchasing the product displayed on www.baunat.com.

4.2. Term of delivery

Calculation of the term

The estimated time depends on the place of delivery and the type of product. The term of delivery mentioned in the offer is merely indicative and does not create any rights for the client. The term of delivery will be mentioned in the offer and – if required – confirmed in the order confirmation forwarded to the client.

Expedition between 2 to 10 working days

BAUNAT N.V. exerts herself to deliver the purchased products as soon as possible. A term of delivery of 2 to a maximum of 10 working days should be taken into account by the client. In most cases maximum 8 working days in Europe and maximum 10 working days outside Europe. This delivery term starts from the day of reception of the payment on the account of BAUNAT.

Paragraph 4.2 concerning the delivery between 2 to 10 business days does not apply to watches. See art. 17 in our Terms of Use.

Delay in delivery

BAUNAT N.V. exerts herself to notify delays in deliveries to the client, by mail, fax or telephone, within 24 hours.

BAUNAT strives for excellence in delivery times. Since 2008 BAUNAT has delivered > 95% of its packages in time, regardless the destination. Having said this, and although BAUNAT works with very reputed delivery partners (FedEx, UPS, DHL, Brinks, etcetera), BAUNAT can only control the 'in-time' shipment of a package. A delay in delivery can always happen and is therefore beyond our control. No company in the world can guarantee a 100% in time delivery. This is simply impossible as we always rely on people, regulations and governmental decisions and therefore force majeure can always happen, i.e. and in a non-restricted way is understood by force majeure, war, revolution, attempts, disasters, strikes, epidemics, pandemics, local and cross-border government measures and all other events beyond BAUNAT N.V.'s will and control by which BAUNAT cannot partially or totally fulfil her obligations anymore and consequently does not grant the client any right for financial compensation or cancellation of the order. Consequently, a late delivery as such does not grant the client any right for financial compensation or cancellation of the order.

In the exceptional situation of a non-delivery or loss of package (for your info: since 2008, we observed a loss rate of below 0.05%), BAUNAT will do its utmost best to limit any inconvenience caused. As our clients are fully insured against non-delivery, he/she will receive the option to be refunded or the option of reproduction and delivery of the exact same jewel, without additional costs. However, bear in mind that we can only start these proceedings once we have received an official statement of the courier that confirms the loss or non-delivery of the package to the client. Moreover, as our couriers are external partners, the client acknowledges that BAUNAT is not the principle party at fault in case of such an exceptional event. Therefore, the client is fully informed and aware that BAUNAT will not concede to unreasonable behavior or legal threats which demand remedying actions from BAUNAT which go beyond its responsibility as described above.

4.3. Delivery address

Purchased products will be delivered at the address mentioned by the client in his intention of purchase or in the acceptance of the offer, after payment by the client. Client can be asked to sign a delivery note when the purchased goods are delivered. To avoid fraud BAUNAT N.V. recommends the client to give his address mentioned on his credit card or known by the financial institution of the client.

4.4. Follow up of shipping

Reference number

When the purchased product is shipped, the client will receive a shipping reference number by email, by which he can follow up the shipment on the website of BAUNAT N.V. starting from the collection at BAUNAT N.V. BAUNAT N.V. asks the client to make a precise follow up of the shipment and to assure that he will collect himself or charge a trustful person to collect the purchased product.

Control of the shipped parcels

BAUNAT N.V. recommends her clients to check shipped parcels previous to the signature of the delivery note for apparent defects, such as i.e. fissures and dents.

4.5. Packaging of the product

All purchased products ready to be shipped by BAUNAT N.V. are packed in a fitted, high quality box to protect the purchased product during the shipping. This box can be perfectly used as a gift-wrap,

4.6. Insurance of the shipped product

Risk-free

Each shipment made by BAUNAT N.V. in case of a first delivery to a client due to a purchase is fully insured (risk-free). BAUNAT N.V. takes in this case all shipping risks at her charge. For security reasons the client can be asked to sign a delivery note when the purchased goods are delivered. BAUNAT N.V. asks the client to make a precise follow up of the shipment and to assure that he will collect himself or charge a trustful person to collect the purchased product.

Transfer of risk

Risks are transferred to the client once the parcel (which contains the purchased product) has been delivered at the – by the client - indicated address, even if the delivery note has been signed for reception by another recipient than the client himself/herself. The recipient is obligated to sign for reception (which is the formal prove of delivery). Delivery is finalized when the recipient signs for reception. Any alteration to this process requested by the client transfers to risk the client (e.g. when the clients specifically request or authorizes a delivery without signature).

4.7. Partial delivery

When different parts of the order are delivered separately (i.e. when certain raw material or purchased products are not available), BAUNAT N.V. can consider each delivery as a separate delivery. In this case the client will be contacted by a representative of BAUNAT N.V. in order to pay additional transport costs.

4.8. Lack of collection of delivery

When the client fails to collect the parcel in due time, the parcel will be reshipped to BAUNAT N.V. BAUNAT N.V. will notify the client that the purchased product(s) remain(s) at his disposal at BAUNAT N.V. and will invite the client to collect the purchased product within 1 month after reshipment.

The client will be entitled to collect the purchased product after payment of reshipment charges or to ask for reshipment to his address after payment of the

reshipment charges to BAUNAT N.V. and reshipment charges to the (new) address of the client.

When the client fails to collect in due time BAUNAT N.V. is entitled either to ask for payment, or to resolve the contract in a unilateral manner and without intervention of any judge/court. In this case the already paid advances will be returned to the client.

Article 5. DIAMOND CERTIFICATES

5.1 Diamond Certificates

When the 'Diamond grading report' has to be replaced, BAUNAT N.V. is entitled to ask the client for payment of a lump sum of 190 € to cover the administrative costs.

5.2 Used certificates

BAUNAT only uses high quality diamonds in its jewels. For each piece of jewellery that holds a diamond equal to or over 0.3 carats, you receive a certificate of a recognised diamond laboratory, with a description of your stone's 4 C's. These laboratories are exclusively HRD, IGI and GIA. When a client has specific preference in terms of certificates before purchase, BAUNAT will try to meet these. Unless specifically mentioned, BAUNAT will never guarantee this. Also will the client explicitly agree on the quality description of the diamonds as mentioned on the certificates delivered. Consequently, BAUNAT will not respond to any further arguments in this matter.

Article 6. APPARENT DEFECTS

6.1. Apparent Defects

BAUNAT N.V. clients' are requested to inspect the purchased products immediately after delivery. Under penalty of preclusion, claims about apparent defects of the products have to be notified in written form to one of the showrooms of BAUNAT N.V. -as mentioned on the website- within a period of 2 months after delivery/reception.

6.2. Reshipment charges

The client can be requested by a representative of BAUNAT N.V. to reship the purchased product, object of the claim. In this case reshipment charges are beared by the client.

Article 7. RIGHT TO RENOUNCE AND TO EXCHANGE

7.1. Legal right to renounce

- According the Book VI. Market practices and consumer protection from the Belgian Economic Law Code (hereafter called "LBC"), the client is entitled – without motivation - to renounce to purchase of the bought product within 14 days after delivery of the purchased product.
- According Book VI. Market practices and consumer protection from the Belgian Economic Law Code, the client has no right to renounce if the object of the purchase is a product specially offered or manufactured for the client according his own specifications (thus not standardly offered on www.baunat.com) or has an obvious personalized character. All items that are not standardly offered on www.baunat.com are considered products with a personalized character. The following list is a non-exhaustive summary: tailor made jewellery, products with prices on request, loose diamonds, diamond jewellery with diamonds with altered specifications on specific request of the

client, gemstones, products listed on www.baunat.com that have been altered in any possible way on request of the client, etc... These articles are explicitly manufactured or purchased at the request of the customer and as a result have a personal character. The return policy is therefore not valid on these articles.

- For most purchases at BAUNAT there is a delay between payment and reception. Occasionally, it is possible to immediately purchase, pay and receive a jewel that is available in one of the BAUNAT showrooms. Consequently, the return policy does not apply here, since the customer was able to evaluate the diamond jewel before payment, purchase and reception, just as with any 'bricks & mortar' jewellery store.
- To avoid abuse, the right to renounce (return policy) is only applicable in case that the ordered and purchased article has been effectively delivered to and received by the client. In case that the client wishes to cancel an order prior to delivery, the return rule cannot be respected and thus this request is considered a breach of contract. BAUNAT has the right to reject or accept the request. If BAUNAT accepts the request, only possible if the product can be restocked without any further costs, 5% of the product price excl. VAT will be charged to the client to cover the extra administration cost resulting from the breach of contract.

7.2. Extension to the right of renouncement

- Notwithstanding the legal prescriptions mentioned in art. 7.1. of the present general conditions, BAUNAT N.V. grants to the client (but only those clients who are private individuals) the possibility -without motivation - to renounce to the purchase within thirty (30) days after delivery of the purchased product. The exception regarding the right to renounce according art. 80, §4, 2° LBC are applicable.

7.3. Conditions to the right of renouncement

- When the client wants to exercise his right to renounce, he is obliged to return the delivered product within 30 days after reception of jewel.
- Prior to the use of his right to renounce the client will inform a representative of BAUNAT N.V. to renounce to the purchase. In case you want to return your purchased jewel, [please fill in the following form.](#)
- After the client informed the representative of BAUNAT N.V. that he/she wants to exercise his/her right to renounce, the product must arrive in BAUNAT N.V.s' business seat at 2018 Antwerpen, België, Schupstraat 21, box 5 within fourteen (14) days after the last day of the return policy of 30 days is reached.

7.4. Reshipment of the purchased product by renouncement

- The product, object of renouncement, has to be reshipped to BAUNAT N.V.s' business seat at 2018 Antwerpen, België, Schupstraat 21, box 5, where a representative of BAUNAT N.V. will receive it.
- Under no circumstances BAUNAT will be responsible for the (arrangement of the) return, neither intervene in the arrangement of the insurance coverage for any returns.
- Costs and Insurance of reshipment and costs resulting from incorrect application of the customs procedures related to the re-importation (from outside the European Union) of the purchased jewel will always be borne by

the client. BAUNAT N.V. will never be liable for damages, theft and/or loss included- of the reshipped product/packaging.

- We advise the client to treat the jewellery with care and to send the jewel(s) back in their original packaging, complete with all documents and certificates. After we have received the jewel in our headquarters in Antwerp, the jewel will be submitted to a quality control by our Product Manager. If an item is returned to us in an unsuitable condition, a compensation may be required. BAUNAT can refuse the return if this takes place outside the 30 days after reception.
- In case the lack of original packaging, documents, certificates or damage of the jewel leads to a depreciation of the jewel, BAUNAT can claim a damage compensation equivalent this depreciation. (article VI. 51, §2WER)

7.5. Control of reshipped parcels after renouncement and/or exchange

- As soon as the object of renouncement is received by BAUNAT N.V. in Antwerp, it will be submitted to a quality control under the authority of the Product Manager of BAUNAT N.V., to verify if the condition of the reshipped product and packaging do not devalue the purchased product, object of the right of renouncement or to be exchanged, in any way.
- When reshipped, BAUNAT N.V. will notify reception of the reshipment to the client by email or telephone.

7.6. Reimbursement of the price

The purchase price paid by the client will be reimbursed by BAUNAT N.V. within ten (10) working days after a satisfactory quality control of the purchased jewel(s), as provided in art.7.6. of present general conditions. If the purchased jewel(s) is depreciated, as described in 7.4 here above, the purchase price minus the estimated depreciation will be refunded.

- Reimbursement will be done by transfer on the bank account mentioned by the client for this purpose.

Article 8. RESERVE OF TITLE CLAUSE

8.1. Transfer of property

Notwithstanding the delivery, the transfer of property of the purchased product will only occur after payment of the purchase price, included all due cost, charges, taxes and interests.

8.2. Retail, transfer, delivery, encumbrances.

The client is not entitled to retail, transfer, redeliver or deliver, or burden the purchased product with any personnel or rights in rem, before the transfer of property provided in art.8.1.

Article 9. PRODUCT WARRANTIES AND RESPONSABILITIES

Baunat's range of jewellery is the result of highly deliberate and carefully considered choices in respect of concept, style, quality, workmanship and safety, with the strictest guidelines applying to all these factors. All our jewels are made by hand and checked by skilled craftsmen with years of experience at every stage of the process. Furthermore, every completed item of jewellery is subjected to our strict general quality control just before it is dispatched to the customer.

9.1. Hidden defects

- BAUNAT N.V. guarantees the client against hidden defects of the product(s) till twenty (20) years after delivery of the product.
- Hidden defects have to be notified to BAUNAT N.V. in written form within a delay of two months after discovery.
- The client has the benefits of the rights provided by article 1649bis to 1649octies of the Belgian Civil Code.
- Paragraph 9.1 concerning the 20 year product guarantee does not apply to watches. See art. 17 in our Terms of Use.

9.2. Exclusion of warranty

Notwithstanding the provisions of art.9 of the present General Conditions, BAUNAT will not be held to warranty in following cases:

- Normal wear and tear;
- Inappropriate or unjustified use of the product;
- Modification and reparation of the product without consent of BAUNAT N.V.;
- If the original invoice and certificates can not be supplied, have been altered or became unreadable;
- If the -even partial- defects have been caused intentionally, or by serious negligence or lack of maintenance.
- In the event of the loss of one diamond or more diamonds, unless expert in-house analysis demonstrates that the loss was as a result of a manufacturing error.

9.3. Warranties of the client

The Client is held to guarantee BAUNAT N.V. against all claims of thirds against BAUNAT N.V. and which find their origin in the implementation of the contract between the client and N.V. BAUNAT (i.e. indirect damages), provided that the law does not oppose these damages and costs being charged to the client.

9.4. Costs concerning products excluded from warranty

Research costs

Research costs to analyse the foundation of claims for hidden defects of a purchased product made by BAUNAT N.V. are at clients' charges if the claims appear to be not founded.

Costs of repair

For products which are excluded from warranty but have to be repaired, BAUNAT N.V. will forward a tender to the client, previous to any repair. The client can always refuse the tender. In this case the product will be reshipped to the client provided prepayment of reshipment and research costs by the client.

9.5. Preclusion of property

By lack of prepayment of reshipment and research costs by the client within six (6) months after the forwarding date of tender,

- BAUNAT N.V. will have the right to invoice these costs to the client;
- BAUNAT N.V. will have the right to invoice the costs of storage (i.e. rent, assurances etc...) to the client;
- BAUNAT N.V. will have the right to appoint a sequestrator, authorised to sell the product of the client, on account to whom it belongs.

9.6. Restriction of damage

BAUNAT N.V. will never be liable for damages caused by a supplied service or product -whatever the reasons could be- for an amount which exceeds the amount of the invoice paid by the client concerning the said service of product.

9.7 Reshipment of the purchased product by use of product warranty

- The product, object of use of product warranty, has to be reshipped to BAUNAT N.V.'s business seat at 2018 Antwerpen, België, Schupstraat 21, box 5, where a representative of BAUNAT N.V. will receive it.
- Costs and Insurance of reshipment and costs resulting from incorrect application of the customs procedures related to the re-importation (from outside the European Union) of the purchased jewel will always be borne by the client.
- BAUNAT N.V. will never be liable for damages -theft and lost included- of the reshipped product/packaging.
- Under no circumstances BAUNAT will be responsible for the (arrangement of the) return, neither intervene in the arrangement of the insurance coverage for any returns.

9.8 Legal minimum guarantee

BAUNAT uses with regard to the delivery of goods, the legal minimum warranty period of two years in case the goods are not confirmed with the order placed. This means that faults or defects (if it appears that this was a hidden defect or if the defect was already present before the delivery) to the product until two years after the delivery will be repaired free of charge, or replaced. The commercial warranty of 20 years of BAUNAT does not affect those rights. If the defect or deficiency manifests itself within 6 months after delivery, then this is considered to have already existed before the delivery, unless we can prove otherwise. After six months, you will have to prove yourself that the defect was already present at the delivery. The client needs to inform BAUNAT in writing within 2 months after ascertaining the fault or defect.

Article 10. RIGHTS AND OBLIGATIONS OF THE PARTIES – LIABILITY

10.1. Use of systems/connection

BAUNAT N.V. waives any liability for damages caused by dysfunctions of the hardware and/or of the software systems and all devices referred to these systems, which are used to have access to the website of BAUNAT N.V.

10.2. Security and precautions

The client is obliged to notify BAUNAT N.V. immediately of all problems related to the access and use of the website of BAUNAT N.V.

10.3. Unavailability of the website(s)

BAUNAT N.V. waives any liability for damages caused by temporarily or final unavailability of her website.

10.4. Liability of BAUNAT N.V.

BAUNAT N.V. waives any liability for damages to the client or to thirds caused by:

- All cases of force majeure. I.e. and in a non-restricted way is understood by force majeure, war, revolution, attempts, disasters, strikes, epidemics, pandemics, local and cross-border government measures and all other events beyond BAUNAT N.V.'s will and control by which BAUNAT cannot partially or totally fulfil her obligations anymore and consequently does not grant the client any right for financial compensation or cancellation of the order.
- The impossibility to establish the necessary connection to be supplied by a service, the interruption of this connection, whatever could be the reason, problems by sending and receiving services, if these problems are caused by thirds
- Delays in execution or the non-execution of services by thirds as i.e. delays in or lack of transmission by communication providers contracted by the client.
- Delays in execution or the non-execution of services by thirds contracted by the client.
- Errors in data supplied by thirds to BAUNAT N.V.;
- The recurrent unavailability of the website(s) of BAUNAT N.V. as a result of errors, omissions, interventions of thirds or technical defects, whatever their nature and/or origin.

Are i.e. contained in this provision concerning the unavailability of the website:

1. Overloading of the network of the provider chosen by the client;
2. Absence or neglect in maintenance of the maintenance service suppliers of BAUNAT N.V.
3. All cases of force majeure. I.e. and in a non-restricted way is understood by force majeure, war, revolution, attempts, disasters, strikes, epidemics, pandemics, local and cross-border government measures and all other events beyond BAUNAT N.V.'s will and control by which BAUNAT cannot partially or totally fulfil her obligations anymore.
4. Decisions and/or obligations imposed by Belgian or foreign authorities;
5. Hypertext links on which BAUNAT N.V. has no control and which give access to the website;
6. Incomplete or erroneous information from third sources;
7. Faults and negligence of the client himself.

10.5. Damages and interests

BAUNAT N.V. will never be liable for damages caused by a supplied service or product – whatever the reason - for an amount which exceeds the amount of the invoice paid by the client for this service or product.

Article 11. INTELLECTUAL PROPERTY

- The client expressly acknowledges that intellectual rights concerning the name, all transmitted information, all pictures, all communications or other expressions concerning the products and/or in the website are and remain exclusive property of BAUNAT N.V., her suppliers or other holders of rights.
- By intellectual property rights is meant patents, brand rights, copyright, design and models and other intellectual property rights as technical and/or commercial know-how, methods and concepts.
- BAUNAT N.V. refers to the provisions of the general conditions (see art. 1.3., 1ste paragraph). Products sold under the BAUNAT N.V. brand are protected

by national and international laws (i.e. the intellectual property laws) and remain property of BAUNAT N.V.

- It is forbidden to use the commercial names and brands 'BAUNAT' and/or 'BAUNAT N.V.' and to use, copy, reproduce, modify, disclose, distribute, supply, retail jewellery under the BAUNAT brand or to transfer any rights to thirds.

The client declares that the products are bought for personal purposes and not for commercial purposes.

- Nothing in the General Conditions nor any act of copying and/or downloading information can be considered as a partial or complete transfer of the intellectual property of BAUNAT N.V. to a third party or to the client. The client will not infringe the intellectual property rights of BAUNAT N.V. The client is allowed to copy or to download his own data or the information which is his exclusive property, provided that he will not alter any copyright or restriction of liability clause or any other provision.
- The client will indemnify BAUNAT N.V., and hold her harmless against any claim or legal action of third parties for damages caused by infringements on this provision.

Article 12. PERSONAL DATA

BAUNAT N.V. will treat personal data received from clients according the legal provisions concerning respect of privacy, as mentioned in her website.

Article 13. MODIFICATIONS TO THE GENERAL CONDITIONS

13.1. Publication of the modifications

Notwithstanding art.1.4. of the general conditions, BAUNAT N.V. can modify the present general conditions, the prices on the website, the product-line and its offers at any time and will notify these changes to the client on her website. These changes are applicable as soon as they are published on the website.

13.2. Acceptance of the modifications

Use of the website after the publication of the modification of the general sales conditions means the acceptance of the modified version of the general conditions. The client is requested to consult the general conditions at regular intervals.

Article 14. GENERAL PROVISIONS

14.1. The impossibility to fulfil, the nullity or the invalidity of one of the provisions of the present general conditions will not lead in any way to the impossibility to fulfil, the nullity or the invalidity of all other provisions of the present general conditions. In case the impossibility to fulfil, the nullity or the invalidity of one of the provisions of the present general conditions is certain, such a provision it will be held non existent...

14.2. Unless otherwise expressly agreed, not claiming a right or not applying a sanction, will never result in the renouncement of any right whatsoever.

Article 15. SETTLEMENT OF CONFLICTS, APPLICABLE LAW AND JURISDICTION

15.1. Settlement of conflicts

BAUNAT N.V. exerts herself to please her clients. When a conflict relating to the interpretation and/or the fulfillment of the contract and the present general conditions appears, the client will be invited to take contact as soon as possible with one of BAUNAT N.V.'s representatives. BAUNAT N.V. will exert herself to resolve the

problems, the claims and the observations of the client in a constructive way, but always with reference to the 'Terms & Conditions'. BAUNAT is a member of Safeshops.be and recognizes as such the complaint procedure on Safeshops.be. This means that you, the consumer, have the right to file a complaint at Safeshops.be.

Safeshops.be will in such cases, without any further obligation, function as an intermediary to try and work out a solution for your complaint. In an extra-judicial settlement of the dispute, the Consumer Mediation Service of the Federal Government is authorized to receive any request for an extra-judicial settlement of consumer disputes. They will in turn handle the request themselves or forward it to a qualified entity. You can reach the Consumer Mediation Service via [this link](#). Furthermore, for disputes of a cross-border character you can appeal to the Online Dispute Resolution platform of the European Union via [this link](#). Furthermore, as we consider the business integrity of our staff as our highest asset, we inform that any form of intimidation, defamation, threat, unreasonable behavior, offense or unfounded incrimination towards one of BAUNAT N.V.s' representatives will not be tolerated and will directly result that the line of communication will be handed over to our specialized legal team. In this regard, we draw the attention on the fact that, as a matter of principle BAUNAT N.V. will take all necessary legal measures (including launching court procedure) in order to protect itself against any form of intimidation, defamation, threat, unreasonable behavior, offense or unfounded incrimination.

15.2. Jurisdiction

When parties were unable to resolve the conflict in an amicable way, only the Courts of the judicial district of Antwerpen are authorized. These Courts will have exclusive jurisdiction for all issues conflicts and disputes concerning the validity, the interpretation the enforcement or termination of the contract between the parties. The language used for legal disputes will be Dutch. In order to facilitate communication with the other party, BAUNAT N.V. may decide - at its own discretion - to use the English language, but this is never to be considered as an obligation.

15.3. Applicable Law

All issues, questions and disputes concerning the validity, the interpretation the enforcement or termination of the contract between the parties shall only be governed and construed by Belgian law. No effect shall be given to any other choice of law or to any conflict-of-law rules or provisions (Belgian, foreign or international) that would result in the appliance of another law or in the appliance of the Vienna convention concerning international sales.

Article 16. MISCELLANEOUS PROVISIONS

The social seat of BAUNAT N.V. is established at 2018 Antwerpen, België, Schupstraat 21, box 5, KBO 0899.153.574, RPR Antwerpen.

For any questions, claims and observations concerning the services, the orders, the management, the privacy issues or the general conditions of BAUNAT N.V., please contact :

- e-mail: info@baunat.com

- telephone : +32 (0)3 201.24.90 (open every day from 9h till 12h and from 14h till 16 h)

- fax: +32/(0)3 201.24.99

- address : BAUNAT N.V., Schupstraat 21 box 5, 2018 Antwerpen, België

Article 17. WATCHES

The terms of use as stated above also apply to watches of BAUNAT as offered on the website, except for the points mentioned in this article. The rules regarding watches as stipulated in this article 17 have priority over the other rules in the terms of use.

17.1 object – articles without diamonds

BAUNAT is a diamond jewellery brand, yet we offer high quality watches with or without diamonds. These watches are made using 18 K gold and meet our high quality standards. Watches without diamonds can be purchased without the obligation to buy a diamond jewel.

17.2 terms of delivery – delivery period

The estimated time depends on the delivery address and the type of product. The delivery period mentioned on the website is merely indicative and no rights can be derived from this.

BAUNAT N.V. exerts itself to deliver the purchased products or have the purchased products delivered as soon as possible.

As a rule, if the particular watch is in stock, a delivery period of 5 to 7 business days should be taken into account by the client.

If the particular watch is not in stock, the client will have to take into account a delivery period of 6 to 8 business weeks.

This delivery period starts after receipt of payment on the BAUNAT bank account.

17.3 product warranty

The commercial product(s) warranty of 20 years with respect to jewellery offered by BAUNAT to its clients after delivery does not apply to watches.

The legal minimum warranty of 2 years is fully applicable to watches. This means that faults or defects (if this is a hidden defect or if the defect was present before the delivery) will be repaired or replaced free of charge, until two years after the delivery. If the defect or deficiency manifests itself within six (6) months after delivery, the defect is considered to have already existed before the delivery, unless proven otherwise. After six (6) months, the client will have to prove that the defect was already present at the time of delivery. The client needs to inform BAUNAT in writing within 2 months after ascertaining the fault or defect.

Legal Information & privacy policy

1. Legal information

General information

The General Conditions apply to the website <https://www.baunat.com/>. By using this website you commit yourself (hereafter the client) to accept and to respect these general conditions & the conditions explained under 'legal information & privacy policy' as shown on www.baunat.com)

This website has been created and is managed by BAUNAT NV, Schupstraat 21, box 5, 2018 Antwerp, Belgium, KBO 0899.153.574, RPR Antwerp.

Intellectual property rights

BAUNAT N.V. offers a jewellery line of high quality and standing under her own name and brand. This jewellery line is offered and showed on the website and in the specific showrooms mentioned on BAUNAT N.V. websites.

All products manufactured and sold under BAUNAT N.V.'s name and brand are protected by national and international law (i.e. intellectual property rights) and are property of BAUNAT N.V. It is forbidden to use the commercial names and brands 'BAUNAT' and/or 'BAUNAT N.V.' and to use, copy, reproduce, modify, disclose, distribute, supply, retail jewellery under the BAUNAT brand or to transfer any rights to thirds.

The client commits himself to indemnify and to guarantee BAUNAT N.V. against all claims or law suits of third parties, for damages caused by infringements of these obligations.

Responsibility & liability of BAUNAT

BAUNAT N.V. refers as much as possible & whenever appropriate to the general conditions as publicized on www.bauant.com.

BAUNAT N.V. puts a lot of efforts into the accuracy & completeness of the information which is provided to the visitors of its website. Information, pictures, descriptions on the website of BAUNAT N.V. or the information given by email and by phone are as precise as possible. BAUNAT pays the greatest attention to the information we share on our website. We cannot, however, guarantee that the given information is always completely without flaw or fault. If the given information contains an error which should be evident to the average consumer, we will not accept any liability for this error. When the client faces unclear information he can always contact a representative of BAUNAT N.V. Contact data of BAUNAT N.V. are mentioned in the present General Conditions and on the website.

When the price of a product, mentioned in the offer, is different from the real price, a representative of BAUNAT N.V. will contact the client, before expedition of the purchased product, in order to leave him the possibility to either pay the price difference, or to renounce the purchase. BAUNAT N.V. apologises for the troubles which could be caused by this.

As said, the information, software, products & services ("information") which are proposed via this website can show deficiencies of all kind. Therefore, notwithstanding its objective to provide as accurate as possible information, BAUNAT nv waives any liability for damages to the client or to thirds caused by circumstances as explained in article 10 of the General Conditions.

The products described & visualized on www.baunat.com van BAUNAT N.V. give an overview of the product ranges of BAUNAT NV.

The mentioning of a product on this website does not imply a firm offer. And the shown intention of visitor to acquire a product is insufficient to establish an

agreement. Only after the visitor having endorsed its intention to buy by acceptance of the general conditions, BAUNAT Nv can formulate an offer with a guaranteed and fixed price.

BAUNAT N.V. has the explicit right to change any information (of any kind) on the site at any given point in time.

In some cases the client will have to use a password to access certain parts of the website(s) of

BAUNAT N.V. The access to these parts without using the password is strictly forbidden. The client has to keep the received password secret.

The client commits himself to inform BAUNAT N.V. immediately in case his password has been disclosed to thirds or in case he received the password through person/company other than BAUNAT NV. Any use of the services of BAUNAT N.V., if required after the valuable identification of the password, will be considered as been executed by the client.

In case BAUNAT N.V. has reasons to believe that the security of her website is in danger, she will be entitled to alter the clients' password.

2. Privacy Policy of [BAUNAT](#) N.V. ([click here](#))

3. Questions, Complaints & Observations

For any questions, claims and observations concerning the privacy policy (and corresponding legal information) of BAUNAT NV, please contact :

- e-mail: info@baunat.com

- telephone : +32 (0)3 201.24.90 (open every day from 9h till 12h and from 14h till 16h)

- fax: +32/(0)3 201.24.99

- address : BAUNAT N.V., Schupstraat 21 box 5, 2018 Antwerp, Belgium

Antwerp, 22 November 2018