

# SALES TERMS AND CONDITIONS

The present agreement is entered into by :

## **ARANY**

128 rue de la Boétie 75008 PARIS.  
RCS PARIS B 338 192 651  
TVA FR 63 338 192 651

Hereinafter referred to as the “Seller,”

And,

Any physical or legal person or entity placing an order via the ARANY website,

Hereinafter referred to as the “Customer.”

Sales made by ARANY are subject to the terms and conditions set out below, presented in English, which the customer hereby accepts, with no reserves or restrictions, by completing this contract and submitting it, signed and initialed, to the seller with the payment corresponding to his order.

## **1. AREA OF APPLICATION**

The present sales terms and conditions serve to define the contractual relation between the seller and the customer, notably order conditions, payment terms, delivery methods, cancellation and return of products ordered by the customer on the seller's website.

The customer can consult and print, freely and at any moment, the sales terms and conditions. Thus, any order of goods or services using this website implies that the customer accepts these sales terms and conditions.

These terms and conditions are also applicable to sales accepted by the seller freely. These terms and conditions are applicable whether the customer be a professional entity or a private individual. These terms and conditions take precedent over all other terms and conditions, notably those of the customer.

## **2. DESCRIPTION OF THE GOODS**

### **2A. DURATION OF THE CONTRACT**

The seller's contract is valid until replaced by new terms and conditions via the seller's website. These terms and conditions are only valid in the territory of the European Union. The seller reserves the right to change the terms and conditions at any moment. The terms and conditions applicable are those that are valid at the time the customer places the order.

**2B. PRODUCTS** The products and services proposed are those included in the online catalogue. All products are 18 carat gold. The photographs presented on the website are representative of the final product but cannot serve as an exact representation. Each piece is unique, and colors, shades and shape vary by model.

**2C. UNAVAILABLE PRODUCTS** All products seen on the website and their prices are subject to availability. All offers are subject to availability. If the product ordered is unavailable after the completion of the order, the seller will inform the customer by email or mail within 5 business days. The sales contract will thus be resolved without either party making a claim on the other. The seller agrees to return the payment within 30 days from the moment received from the customer.

### **3. ORDERING**

Before any order of goods or services, the customer is informed that delivery is limited to the European Union. Any customer wishing to order a product from the ARANY website must print the sales terms and conditions and return them initialed at the bottom of each page and signed on the last page, to the following address.

ARANY – 128 rue de la Boétie– 75008 Paris – France

The customer must provide the following details, handwritten:

First and Last Name :  
Date and Place of Birth :  
Billing Address :  
Shipping Address (if different) :  
Telephone Number :  
Cell Phone Number:  
Email Address:  
Product reference number and size :  
REFERENCE NUMBER SIZE :  
Product #1  
Product #2  
Product #3 –

The customer must include a copy of the following:

A copy of proof of identity (passport or national identity card) - Proof of residence –

In addition to the present contract, the customer must include total payment for the order in the form of a check made out to ARANY; or by bank transfer from the RIB cited below: **CIC PARIS VICTOIRE**

Bank :3006

Branch: 10021

Account number: 00010726101

RIB: 92

IBAN :FR76 3006 6100 2100 0107 2610 192

Account owner : Arany 10021 00010726101 7543261 GUO

The order is not deemed valid until after the order information has been received by ARANY and written confirmation sent to the customer. Confirmation of the order implies that the current sales terms and conditions have been accepted by both parties and serves as proof of the transaction.

The payment addressed to ARANY is cashed at the moment the order is confirmed. The company ARANY reserves the right to cancel or refuse any order from a customer with whom there exists a dispute relative to payment of a previous order. The orders made according to the above-mentioned steps engage the customer in a binding agreement.

#### **4. PRICE**

The prices noted on ARANY's website are in Euros and all inclusive of tax, taking into account the rate of the French Value Added Tax (VAT) applicable the day the order was placed, or 20 % on November 1<sup>st</sup>, 2009.

The seller reserves the right to change his prices without notice, including the price of a sale made for the purchase of an item corresponding to that indicated online at the moment the order is made via the present seller's website.

The sale price indicated on the website does not include shipping and handling fees. Shipping is via registered Colisimmo mail in all countries throughout Europe and is billed on a base fee of 50 euros including insurance.

#### **5. PAYMENT TERMS**

The payment of products is made exclusively in euros, by check or bank transfer. The seller confirms payment once received by confirming the order.

### **1. 6. MANUFACTURING DELAY AND PRODUCT DELIVERY**

The products are delivered to the address indicated on the order within the geographic limits stated above. The delivery times indicated are average delays and correspond to product manufacturing delays, processing and delivery delays.

The manufacturing delay for a jewel being specific to each order, manufacturing periods can vary from two (2) to eight (8) weeks. If an order consists of multiple items to be delivered at different dates, the delivery delay is based on the longest manufacturing delay. If the customer imperatively wishes to divide the deliveries based on the availability of each item, processing, shipping and handling fees are applicable to each additional shipment.

ARANY cannot be held accountable for any delays or consequences due to delivery delays. The average delivery delays are:

- Ten (10) days in Metropolitan France
- Twelve (12) days in the DOM-TOMs or European Union

In the case a foreseeable delay, the customer will receive email notification.

In all cases the seller agrees to carry out the customer's order in a maximum delay of 90 days from the moment of payment. If necessary, the customer can accept an additional delay by email confirmation, or demand reimbursement of the order without any additional compensation.

#### **7. GUARANTEES**

ARANY guarantees the authenticity of all the materials used for the manufacturing of orders made via the website [www.arany.fr](http://www.arany.fr).

#### **8. RETURNS**

The non-professional customer benefits from a legal period of seven (7) days from the date of reception of each order during which they can return the product to ARANY. When this period includes a Saturday, Sunday, or national holiday, it is extended to the next working day. At the end of this period, the right to return a product is null and void.

Reimbursement will be made for the amount equal to the price of the product returned, at the latest within 30 days from the time the return was made.

All charges and return shipping fees will be the responsibility of the customer. The customer is responsible for any damages to the product during its re expedition until it is received by the seller. Returns are only accepted for undamaged and unused products, returned in their original packaging and accompanied by the receipt.

ATTENTION: Products created, personalized, cut out, or engraved cannot be returned or exchanged.

## **9. CUSTOMER CAPACITY**

The customer declares to have the full capacity to enter into a contract. The customer declares the information given to the seller for the conclusion and execution of the present contract to be accurate. The customer declares to have full knowledge of the sales terms and conditions and notably the reserves and restrictions related to the returns.

## **10. PLACE OF JURISDICTION**

The contract concluded between the parties is subject to French law. In the event of a dispute, the commercial courts of Paris (France) shall have sole jurisdiction, even in the event of a third party complaint or multiple defendants.

## **11. CUSTOMER SERVICE**

A customer service representative is available from Tuesday to Friday, from 2-5pm at the following number: + 33 (0)6 32 62 10 20.

All correspondence should be addressed to :  
ARANY, 128 rue de la Boetie 75008 Paris.