

Welcome to the tresjewellery.com website (the "Website", "Très Jewellery", "we", "us"). The Website and related services are made available to you in accordance with the following Terms & Conditions, and any other rules posted on this Website. This Document sets the terms on which Très Jewellery provides you with an access to the Website. By accessing this Website you agree to these Terms and Conditions and you agree to be bound by these Terms & Conditions. If you do not agree to them you may not use this Website and should leave it immediately. Please read the Terms & Conditions carefully before placing any orders on [www.tresjewellery.com](http://www.tresjewellery.com). We kindly advise you to keep a copy (printed and/or digital) of the Terms & Conditions for the future reference.

**By using this Website and while making a purchase via the Website you agree to comply with, and be bound by, these Terms & Conditions.**

We reserve the right to change Terms & Conditions at our sole discretion at any time. By using this Website after any such change(s), you agree to comply with, and be bound by, the Terms & Conditions as changed. Hence we strongly advise you to revisit the Terms & Conditions page periodically to ensure that you are at all times fully aware of our Terms & Conditions. Please be aware that any changes come in power immediately upon posting to the Website. If you continue to use of the Website it constitutes that you agree to all such Terms.

## **GENERAL INFORMATION**

The Website is owned and managed by Très Jewellery, a company registered in the Netherlands under the registration number 56834934. Our registered address is Waterloostraat 207, 3062TN, Rotterdam, the Netherlands. Our VAT number is NL493884361B01.

[www.tresjewellery.com](http://www.tresjewellery.com) is an online service of Très Jewellery provided solely for your personal use and not for resale of jewellery, accessories and other associated items ("Products"). By using the Website and placing an order you understand and agree that the Products featured on the Website are not made or partially made by Très Jewellery. Users complied with the Website's Terms & Conditions may browse and shop (by placing an order) Products provided to the Website by independent suppliers ("Suppliers") upon the previously made agreement between Très Jewellery and Suppliers. Très Jewellery acts independently from any and each of suppliers presented on the Website. The prices of the Products provided by Suppliers to the Website and featured on the Website are fixed.

We have made every effort to ensure that the Products featured on our website are presented as accurately as possible. However we wish to draw your attention to the fact that as computer monitors vary, colour and clarity depends upon your own personal monitor and we therefore cannot guarantee that the colour of the actual Product is completely accurate.

Besides the right to change Terms & Conditions at our sole discretion, we reserve the right to make any changes to the Website functions, layout and content without prior notice. By using this Website after any such change(s), you agree to comply with, and be bound by, the Terms & Conditions.

In order to contact Très Jewellery please refer to the article "Contact Information"

## **ELIGIBILITY TO USE AND/OR PURCHASE**

In order to use the Website and be eligible to purchase you should meet a number of the Website's conditions. You must be 18 or older. We wish to draw your attention if you are under 16 you must let your parent(s) or guardian(s) know about Très Jewellery 's Privacy Policy and Terms & Conditions before you using this Website or any of this Website's services. Please note we reserve the right to accept orders only from customers who are 18 or older. Besides for placing an order on our website you must be a holder of a valid debit/credit card by a bank acceptable to Très Jewellery. You must not be prohibited or limited by the local law (law of the county and/or the state and the city where you're currently situated) to enter and apply to the Terms and Conditions. To be able to purchase products presented at the Website you will be required to fill in registration/user form. By filling-in the mentioned above form you warrant that personal information which you are providing is true, accurate and current

in all respects. These Terms and Conditions do not allow you by any means to impersonate any other person or to use anybody else's account/personal information to conduct a purchase. By using this Website you agree to comply with, and be bound by, the Website's Terms and Conditions.

## **REGISTRATION INFORMATION**

In order to use some of the services made available to you on this Website you will be requested to register on the Website. As stated above while registering you are required to provide information about yourself that is true, current and accurate. Should your personal information change we require you to make the necessary amendments in your personal profile on the Website or inform the Website at [customservice@tresjewellery.com](mailto:customservice@tresjewellery.com). We reserve the right to change registration requirements when needed. Please note, the account information and log-in information (a user-name and a password you provide) should be unique and kept secure, and you must notify Très Jewellery at [customservice@tresjewellery.com](mailto:customservice@tresjewellery.com) immediately of any breach of security or in case of any unauthorized use of your account.

Please kindly refer to Très Jewellery **Privacy Policy** for more information about the purposes of collecting your personal information and about the safety of your information.

The Website is available and using it will be allowed only to individuals who meet the Très Jewellery requirements of eligibility; whose applications have been approved by Très Jewellery and who have authorized Très Jewellery to process a charge(s) on their credit/debit card in the amount of the total purchase price for the products which are being purchased by them. Please note: Très Jewellery reserves the right to limit multiple quantities of a one product being shipped to any one customer or postal address; or to forbid a purchase of a one product in multiple quantities (more than three at once).

By attempting to purchase a product(s) on [www.tresjewellery.com](http://www.tresjewellery.com) you automatically provide us with an authorization to perform credit checks and where Très Jewellery sees necessary, to transmit or to obtain information (this is also valid in case of update information) about you to or from third parties (example: to validate your credit/debit card, to validate your identity, to obtain an initial credit/debit card authorization and to authorize individual purchase transactions).

By using this Website you agree with and allow us to use Personal Information provided by you in order to conduct appropriate anti-fraud checks if required. Please note, personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

## **ORDER & PURCHASE**

The prices stated on the Website are fixed and non-negotiable. Prices are shown in EURO and are inclusive VAT. Discounts could be introduced by Très Jewellery only. Once a Product has been purchased, no price adjustment will be offered should the item be further marked-down. Please note your order is a subject of availability and acceptance. The Products featured on the Website are in stock. However it may happen that while you are conducting a purchase of a Product it goes out of stock. In this case we will need to wait for a new Product to be shipped from our Suppliers. In this situation you will be directly informed and we make sure to deliver your Product to you as soon as possible.

Customers purchasing within the European Union will be required to pay relevant shipment costs and tax. These costs are included in the final purchase price which will be shown after the shipment costs will be added to the total purchase price including VAT. Import duty and/or customs dues will be invoiced to customers purchasing outside the European Union directly from DHL/UPS or a local partner carrier of DHL/UPS in your country. Please be advised to contact your local customs authority to determine a landed cost price/tax before purchasing on [www.tresjewellery.com](http://www.tresjewellery.com)

Please note, customs and handling charges will not be refunded if the Products are returned.

For our shipment charges and timing please refer to the Delivery section of this document.

Products ordered on [www.tresjewellery.com](http://www.tresjewellery.com) are insured by us while it's being shipped to you and until it is delivered to you. At the moment you receive the ordered Product our insurance stops covering the Product. If you wish to track your package, please refer to the email we send to you after your order is accepted, your ordered Product is dispatched and shipped to the stated by you address.

We kindly advise to place your order with enough time to prevent any disappointments resulting from a lack of delivery time.

The process of placing an order will be explained to you by a series of instructions shown on the Website. You place your order for Products featured on the Website by clicking on the "Submit Order" button. Once the order has been placed, we will send you a confirmation email acknowledging the exact details of your order, providing you with a payment reference and the value of your order that will be debited from your credit/debit card.

In the case if we do not accept your order or you wish to cancel it according to our Cancellation policy and do so following the Cancellation policy instructions you will receive an order cancellation email. The official acceptance of your order and the completion of the contract between you and Très Jewellery will take place when you receive an official notification email from Très Jewellery that we have dispatched the Products you've ordered. The contract between you and Très Jewellery comes into effect from the date and time stated in the sent to you email confirming that the Products ordered by you have been dispatched. Please note the time and date of receipt by you shall apply even in case if you, for reasons outside our control, have not received that email. Please contact the Website Customer Service [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com) in case you have any questions regarding your order.

Très Jewellery reserves a right to refuse to accept your order at any time at our sole discretion. We reserve a right to reject any attempt to place an order or purchase a product by you in the following cases: 1) if the Product which has been ordered by you is currently out of stock; 2) If we were unable to obtain authorization for your payment; 3) If your credit card expiration date is less that 28 days from the moment of your purchase date; 4) if we identify a product or pricing fault in the Product you've ordered.

Please note we reserve a sole right to refuse to accept a transaction for any reason or refuse service to anyone at any time at our discretion. Très Jewellery is not liable to you or any third party by reason of our withdrawing any Products and/or information from the Website.

In case if we are not able to fulfill the order placed by you after following our order acknowledgement, you will be contacted by us via email or telephone advising you of the issue.

Please kindly be advised on the following: we try to keep our Website as up to date as reasonably possible however we cannot guarantee that any particular Product will always be available. In case we can't supply any Product ordered by you we will release as soon as possible the funds we were holding in your account for the purchase.

## **SALES OR SPECIAL PROMOTIONS' PRICE ADJUSTMENT**

Très Jewellery is very happy to offer its clients sales and special promotions price adjustments. Please kindly be advised that only Très Jewellery and only by our sole discretion can offer a sales price or price reduction due to a special promotion (s). Please be aware that the price reduction or a sale price is active only during a sale and/or special promotion period. Nor prior neither after a sale and/ or special promotion period Products featured in a sale and/or special promotion could be purchased by a sales/ special promotion adjusted price. Très Jewellery reserves a sole right to start or terminate sales and/or special promotions, hence to start or terminate the adjustment of the Products' prices according to the sale and/or special promotion offer.

Please kindly be advised that we are unable to offer price adjustment on Products purchased before or after a sale and/or special promotion period. If a Product is purchased during a sale and/or special promotion period and later this Product is returned (please refer to our Return Policy) the exact price for which the Product was

purchased during the sale and/or special promotion period will be deposited on your account. Once a Product has been purchased at a discount sale price and/or adjusted special promotion price, no price adjustment will be offered should the product be further reduced in price.

## **PROMOTION CODES**

Très Jewellery uses promotion codes which you may occasionally receive from us via an email or through promotional materials. Each code is unique for each recipient.

Promotion codes may be based on a minimum spend amount of money and will always exclude delivery charges (unless otherwise stated). Promotion codes are non-refundable, non-transferable and they could not be exchanged for a cash equivalent. Furthermore, Très Jewellery promotion codes cannot be used in combination with any other promotion codes or offers. Should you cancel or return a Product from an order where a promotional code has been used, no refund of this promotional code or equivalent value will be provided. If you return a Product for ordering which you've used a promotion code you will receive a refund of exact amount of money you've paid for the Product using your promotion code. Promotion codes are valid according to the expiration date stated on code and/or email providing the code. No promotion code can be used if the validity date of a code has expired.

## **PAYMENT**

Tresjewellery.com allows to order online on our Website using a valid credit or debit card or a PayPal system. Payment can be made by Visa, MasterCard cards, Dutch Maestro card and PayPal. A payment will be debited and cleared from your account upon dispatch of your order by Très Jewellery. You must always confirm that the credit/debit card that is being used is yours or that you have received a specific authorization by the owner of the credit/debit card to use it. Be aware that your credit card company may undertake an additional security, validation and authorization checks to confirm it is you making the order. Please note that in case if yourself and/or the issuer of your payment card refuses to authorize payment to Très Jewellery, we will not be liable for any delay or non-delivery.

Please be advised that we take reasonable care to make our Website secure and provide you with an optimal and secure shopping experience. All credit/debit card transactions on this site are processed using a secure online payment that encrypts your card details in a secure host environment. In case you are a registered Très Jewellery user, we will securely store your personal information and credit/debit card details on our systems. These details will be only used to process card transactions which you have initiated.

As per stated above, we take reasonable care, and try everything which is in our power to do so in order to keep the details of your order and payment secure, but in case of inattention on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from our Website.

Please be informed that Très Jewellery will retain the legal ownership of the Products until full payment is made by you and this payment is received by us. Legal ownership of the Products will immediately be transferred to us if we refund any payments back to you for the ordered and lately returned Product.

## **DELIVERY**

Products ordered on [www.tresjewellery.com](http://www.tresjewellery.com) are insured by us while in transit until it is delivered to you. At the moment you receive the ordered Product(s) our insurance stops covering the Product(s). Please note that your package will be delivered with DHL/UPS or a local partner carrier of DHL/UPS. We require a signature for any Products delivered, at which point responsibility for your purchased Products passes to you. Thus our insurance stops covering the ordered Product(s). If you have specified a recipient who is not you for delivery purposes then you accept the transfer of responsibility in the same way as stated above.

Please kindly be advised that we aim to dispatch all orders within 24 hours, or 48 hours during sale periods or weekends. Estimated delivery times are to be used as a guide only and come in power from the date of dispatch. Très Jewellery bears no responsibility for any delays caused by a customs clearance processes in the country of your residence. We kindly advise to place your order with enough time to prevent any disappointments resulting from a lack of delivery time.

Customers purchasing within European Union will be required to pay relevant shipment costs and tax. These costs are included in the final purchase price which will be shown when after the shipment costs will be added to the total purchase price including VAT. Import duty and/or custom dues will be invoiced to customers purchasing outside the European Union directly from DHL/UPS or a local partner carrier of DHL/UPS in your country. Please be advised to contact your local customs authority to determine a cost price/tax of your country before purchasing on [www.tresjewellery.com](http://www.tresjewellery.com) Customers from Russia please kindly be advised that if your order is being delivered to an address in Russia, Russian customs will contact you in advance of you receiving your order. Please ensure you have your bank details available (for the card you used to make your purchase) as these will be required by customs as proof of purchase before your order will be cleared for delivery. During this call you will receive additional information about the required and applicable customs fees and charges which are to be paid by you to Russian Customs.

Please note, customs and handling charges will not be refunded if the goods are returned.

As stated above purchases made on [www.tresjewellery.com](http://www.tresjewellery.com) are insured by us/our shipping carrier while in transit until it is delivered to you. Très Jewellery will retain the legal ownership of the Products until you have fully paid the total price of the ordered by you Products and this payment has been received by us. In case you return the Product you are obliged to insure that the Product is delivered to us unused, safe and not damaged. In case you return the purchased Product(s) to us and we refund you the payment you have made for this Product(s), the legal ownership of the Products will immediately revert to us.

If you wish to track your package, please refer to the email you were sent containing your tracking number.

We aim to deliver your purchased product to your address as soon as possible. Our delivery charges:

NL	7,50 €	2 working days
West Europe	15 €	2-3 working days
Rest Europe	20 €	3-4 working days
USA/Canada	25 €	5 working days
Rest of the World	30 €	5 working days

We kindly advise to place your order with enough time to prevent any disappointments resulting from a lack of delivery time.

## **RETURN AND EXCHANGE POLICY**

**We highly advise you to read carefully our return policy to ensure you can proceed with your return as quick as possible.**

Très Jewellery major aim is to ensure our customers' satisfaction; therefore we handle each request on an individual basis to the best of our ability. We hope that you are delighted with your order, however if you are not perfectly satisfied with your goods we will happily offer you a full refund or exchange.

All Products you wish to return should be sent back to us in their original packaging with which they are provided when sent to you. Products should be returned unused, in a perfect condition and with all Très Jewellery and designer tags still attached. Returns that are damaged, unclean or returned without their original labels and/or

packaging may not be accepted and may be sent back to the customer. Hence please ensure when returning the package that the Products are properly protected. Please kindly be advised that before the package leaves our warehouse, it is fully checked and controlled by our packing team. If you receive a Product which is damaged, please contact us immediately. Products that are damaged as a result of normal wear are not considered to be faulty. In case if provided, designer packaging should be returned in a perfect state – not damaged, not used and not dirty.

If your Product is faulty (i.e. damaged or with a manufacturing fault), we can offer a repair or exchanges of that Product. Please be aware that we can only replace a faulty Product for the same Product in the same size, which is a subject to availability. Where possible, we will offer to repair faulty Products. If it cannot be repaired or the same Product is not available, you will receive a full refund of the costs of the Product.

Please note: the returns outside the 14 days from the moment of receiving the Product(s) may be accepted at our sole discretion. For more information, please contact us at [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com)

Please note: customs and handling charges as well as returns shipment charges will not be covered by Très Jewellery if you wish to return the purchased at the [www.tresjewellery.com](http://www.tresjewellery.com) Products. We recommend that you insure the return shipment as you are obliged to take care of the Products and will be liable for damage to any Product(s) until we receive them at our warehouse. In case of dispute, we also recommend you keep a proof of sending. Please be informed that legal ownership of the Products will be immediately transferred to Très Jewellery if we refund any payment to you in case of return of the Products.

We will be issuing refunds within 30 days from the moment we received your returned Products at our warehouse.

#### Returns from Non EU Countries

In case you live outside the European Union, you will receive a Proforma Invoice with your package. This needs to be completed and enclosed with the Products you wish to return.

On this form you will need to indicate which Product(s) are being returned and why by ticking the boxes alongside the Product details.

We will refund the costs of the successfully returned Products to the account used originally to purchase those Products, less any taxes, import and customs duties or original shipping charges incurred. The refund will be in the currency in which you paid and the price you paid at the exchange rate set on the day when you bought the Products.

With exchanges, your new Product(s) will be shipped to you as soon as we receive your returning package. You will be obliged to make any additional payment if required.

Unidentified returns may be returned to the sender.

If you have any questions about our return process contact our customer care team by email [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com)

## **REFUNDS**

Très Jewellery aims to ensure your complete satisfaction with the Products and your shopping experience at our Website. Therefore we will issue a full refund for an accepted returned Product(s) which is not worn, used or damaged as stated above.

## **NEWSLETTER**

Très Jewellery would like to keep in touch with you in order to present our new Products and Services, Special Promotions and Sales as well as to inform you about new developments and changes taking place on [www.tresjewellery.com](http://www.tresjewellery.com).

You can become a member of our Newsletter using the form shown on the right sidebar of the Website when opening the Website, or otherwise, at the footer of the Website. In case if at some point you decide not to use the

Newsletter service, you will be able to cancel it by clicking on "Cancel Newsletter subscription" in the received Newsletter.

## **CONTACT US**

In case you wish to contact us with regards to a required help while you are ordering, an inquiry about your order or to provide us with feedback on our service, please email us at [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com) or please call

If you would like to contact us with a general enquiry, please e-mail [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com)

We welcome inquiries or feedback on the Products you use or might like to purchase.

## **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

All content presented on the Website, including, but not limited to, text, graphics, logos, button, icons, images, audio clips, data compilations, and software, and all HTML and other codes contained in this Website (the "Content") is the property of Très Jewellery, our affiliates, our partners or our licensors, and is protected by Dutch and international copyright laws. Please note that Très Jewellery aims to ensure that the information on this Website is accurate and complete. However we do not promise that the Website's Content is accurate or error-free. Please be aware we are not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Your use of the Website and its contents grants no rights to you with regards to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content. All such Content including third party trademarks, logos, designs service marks, and related intellectual property rights mentioned or displayed on this Website (the "Trade Marks") are the registered and unregistered marks of Très Jewellery, our affiliates, our licensors or our partners, and are protected by national intellectual property and international trade mark laws. Any reproduction, duplication, modification, sale or redistribution of the above listed Content, the Trade Marks and any other portion of the Website is prohibited and may result in civil and criminal penalties.

## **NO COMMERCIAL USE**

This Website is for your personal non-commercial use only. You may not make any use of the Website or its' Content other than personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within this Website. You may not use this Website, or any part of its Content, to any commercial purpose, including any advertising or advertising revenue generation. Any unauthorized use by you of the Website may be penalized by applicable law.

## **GOVERING LAW AND LEGAL VENUE**

The conditions of use of [www.tresjewellery.com](http://www.tresjewellery.com) and any purchase by you of any Products from Très Jewellery shall be governed by Dutch law.

In the event of a dispute the parties agree that the court in Rotterdam, The Netherlands, will have sole jurisdiction.

## **RELATIONSHIP BETWEEN TRES JEWELLERY AND YOURSELF**

Herewith you acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Très Jewellery as a result of your use of this Website and this Terms & Conditions. You understand and agree that you are not allowed to represent yourself as a representative, agent, or employee of Très Jewellery, and we shall not be liable for any representation and/or actions on your part.

This Website is a sole property of Très Jewellery and is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create

derivative works from, transfer, or sell any Content, software, products, or services contained within this Website. You may not use this Website, or any of its Content, for any commercial purpose, including any advertising or advertising revenue generation.

While using this Website you acknowledge and agree that you will be personally responsible for your use of this Website and for all of your communication and actions. If we determine that you are engaged at the moment or have been engaged in prohibited activities, were not respectful of other users and/ or violated the Terms and Conditions of this Website, we may deny you access to this Website on a temporary or permanent basis.

## **WARRANTIES**

By using the Website you agree with our Terms and Conditions and hence that we shall not be responsible or liable for any business interruption; access delays or access interruptions to the Website; data non-delivery, mis-delivery, corruption, destruction or other modification; computer viruses; loss and/or damages of any sort occurred as a result of using the Website; system failure; any inaccuracies; and events beyond our reasonable control.

## **PRIVACY POLICY**

www.tresjewellery.com is owned and managed by the company Très Jewellery. We shall treat all your personal information as confidential and we recognize the importance of protecting your personal details. The information provided by you will be kept securely and we shall not release your personal details to any company outside Très Jewellery. As above said in this Terms & Conditions you will be requested to provide the following information: your name, e-mail address, billing address, telephone number while registering or purchasing on www.tresjewellery.com. Please be aware that Très Jewellery and/or our third party providers may collect the following information: your browser type, the URL you came from, IP address, domain types, the country and telephone area code where your computer is located, the pages of our website that you've visited, and any search terms that you entered on our Website.

The information which we've collected shall be used for the following purposes only: your registration on our Website; statistical purposes and analysis of our Website service; administration of the Website; informing you about the products, actions, promotions, sales, etc. you may be interested in; to keep you informed about the latest changes, promotions, sales, new products on our website via our Newsletter. If you wish to cancel it click on "Cancel Newsletter subscription" in the received Newsletter or send an email to [customerservice@tresjewellery.com](mailto:customerservice@tresjewellery.com)