

TERMS AND CONDITIONS – MADE TO ORDER & BESPOKE JEWELLERY

1. Definitions and Interpretation

- 1.1. **Ancillary Services** means engraving, re-sizing or repair services.
- 1.2. **Design Specifications** means the detailed specifications for the manufacture or remodelling of jewellery and may include an image of the design, and details of the stones and metals to be used.
- 1.3. **GST** has the meaning given to it in the Goods and Services Tax Act 1985, and includes any interest, penalties, fines or expenses relating to such GST.
- 1.4. **Engagement Ring** means any ring identified by us, in any Quote, as an “engagement ring”.
- 1.5. **Jewellery** means any jewellery (including, any Engagement Ring) or other goods or services, such as Ancillary Services or design or manufacture services, agreed to be provided by us to you as described in these Terms, the Design Specifications and/or any Quote.
- 1.6. **Price** means the price payable by you for the Jewellery you purchase from us, as stated in any Quote.
- 1.7. **Terms** means these terms and conditions, and incorporates the terms and conditions set out in any Quote.
- 1.8. **Quote** means the quote provided by us to you setting out the Jewellery and the Price.
- 1.9. “us”, “we”, “our” are references to us, Naveya and Sloane Limited, and where the context permits include our employees, agents and contractors.
- 1.10. “you” and “your” are references to you our customer.
- 1.11. All prices are in New Zealand dollars. The singular includes the plural and vice versa. The term “include” shall not be construed as limiting the text to which it refers.

2. General

- 2.1. These Terms set out the basis on which we will provide the Jewellery to you. We will not be bound by any additional terms or variation to these Terms unless recorded in writing and signed by you and us.
- 2.2. By accepting a Quote, making any payment to us, or otherwise authorising us to proceed with the Jewellery, you will be deemed to have accepted these Terms.

3. Design process

- 3.1. During your initial consultation with us, we will advise you of the various options when it comes to selecting stones, metals and designs. There is no charge for this initial consultation.
- 3.2. However, should you require us to create bespoke Jewellery that is not within our standard range of designs, we will create a design based on your specific requirements. A design deposit will apply. This design deposit must be paid to us in full prior to us commencing work on the creation of the design and is non-refundable. The design deposit will be deducted from the balance of the Price specified in the final invoice that we issue to you for the Jewellery.
- 3.3. Once you are happy with the Design Specifications we will provide you with a Quote so you can be certain of the cost of the Jewellery. Quotes are valid for acceptance pursuant to clause 3.4 for 7 days following the date that they are issued.
- 3.4. A Quote may be accepted by payment of a non-refundable deposit equal to 50% of the Price specified in the Quote. Once the deposit has been received we will purchase your selected stones, which are non-returnable and non-exchangeable.
- 3.5. We will then manufacture your Jewellery to our high standards of workmanship. You will have the opportunity to inspect your finished Jewellery before taking it home, provided you have given us written notice that you would like to inspect your Jewellery prior to collecting it.
- 3.6. Where we have not received payment of the required deposit referred to in clause 3.4 in full within 7 days of us issuing our Quote to you, we are entitled to terminate our agreement with you and to retain any amounts paid by you prior to such termination.
- 3.7. Please be aware that we are unable to accept returns of any Jewellery manufactured by us pursuant to these Terms in the event that the Jewellery is no longer required for any reason.

4. Price

- 4.1. Upon acceptance of any Quote, you agree to pay the Price specified in that Quote, in the manner set out in clause 5 and otherwise in accordance with these Terms.
- 4.2. In the event that the Design Specifications that a Quote relates to are subsequently varied at your request, and such variation results in an increase in the Price set out in that Quote, we will issue you with a revised Quote reflecting the increased Price for your acceptance in accordance with clauses 3.3 and 3.4. You agree to pay any increase in the Price that we advise you of by the due date of the final invoice that we issue to you.

5. Payment

- 5.1. You agree to pay us the Price as follows:
 - (a) where a non-refundable design deposit is payable for your custom design (as advised by us), this deposit must be paid to us (in part

- (b) upon acceptance of our Quote a non-refundable deposit of 50% of the Price specified in the Quote must be paid to us (in part payment of the Price) within 7 days of us issuing our Quote to you (see clause 3.4);
- (c) when you have been notified by us that your Jewellery has been crafted and is ready for collection, the balance of the Price (less any deposit(s) paid) and any applicable delivery fees (see clause 6.3) must be paid to us in full within 10 days of us notifying you that your Jewellery is completed and ready for collection;
- (d) if you elect to purchase your Jewellery duty-free pursuant to clause 7, the GST exclusive amount of the Price (less any deposit(s) paid) must be paid to us in full at least 7 days prior to your flight departure (clause 7) or as per clause 5.1(c), whichever date comes first;
- (e) for any engraving or repair services you engage us to carry out on any Jewellery, the Price for the engraving or repair services must be paid to us in full prior to us commencing any engraving or repair work.

- 5.2. Where you elect to pay the Price via a third-party finance arrangement approved by us,

- (a) the minimum deposit payable by you under clause 5.1(b) is 50%; and
- (b) you acknowledge that, once you have been notified that your Jewellery has been crafted and is ready for collection (as per 5.1(c)), we may request and receive payment of the balance of the Price from the approved financier immediately.

- 5.3. All payments must be made without set-off, deduction or counter claim and are subject to GST unless you are purchasing duty-free (see clause 7).

- 5.4. In the event that you fail to pay the balance of the Price owing within 10 days after we have notified you that your Jewellery is completed and ready for collection, we will be entitled to:

- (a) charge you a fee of \$100 per month for each month that payment of the balance of the Price has not been received by us in full; and/or
- (b) retain the Jewellery and any deposits paid by you to cover our costs and losses incurred in relation to the Jewellery and pursuing the recovery of payment of any amounts owing by you to us, in which case we will cease to have any further obligations to you.

- 5.5. You agree to indemnify us for any collection costs (including legal costs) in recovering amounts owing by you to us.

6. Delivery

- 6.1. We will use our best endeavours to supply your Jewellery by the estimated delivery date. However, because of the nature of custom-made fine jewellery, we cannot guarantee delivery on a specified date. If you require the Jewellery for a specific date, please let us know during our initial consultation. If, at any point, we believe we might not meet your time frame we will let you know as soon as possible.
- 6.2. Completed Jewellery may be collected from our Showroom or delivered to an address specified by you. All deliveries are made by signature required courier. You are responsible for ensuring that the address specified by you is correct and that you will be available to take delivery.
- 6.3. Where you specify an overseas address for delivery, a delivery charge will apply, which must be paid in advance of us couriering the Jewellery to you. You accept responsibility for any import taxes, duties or levies that may apply.
- 6.4. Jewellery will be deemed to have been delivered upon:
 - (a) collection of the Jewellery from our Showroom;
 - (b) where delivered by courier, the courier obtaining a signature purported to have been given by you; or
 - (c) collection of the Jewellery from a New Zealand International Airport (see clause 7.4).

7. Duty Free Service

- 7.1. We offer a duty-free service. To take advantage of this service you must be the purchaser of the Jewellery and departing a New Zealand International airport on an international flight.
- 7.2. Where you elect to purchase Jewellery duty-free, you must:
 - (a) notify us of your election at the time that you accept our Quote;
 - (b) provide us with your departing flight details within 4 weeks of the date of the tax invoice that we issue to you; and
 - (c) pay the GST exclusive amount of the Price of your Jewellery (less any deposit(s) paid) in full to us no less than 7 days prior to your date of departure or as per clause 5.1(c), whichever date comes first;

- 7.3. If you fail to provide us with your flight date/time, flight number, and details of your departing international airport within the timeframe set out in clause 7.2(b), you will be required to pay the GST component of the Price of your Jewellery to us (as set out in the tax invoice referred to in clause 7.2(b)).

- 7.4. We will make the Jewellery available to you at a designated collection point at the relevant New Zealand International Airport.

- 7.5. Please note that in the event you subsequently return to New Zealand with your Jewellery, duty may apply on re-entry unless, amongst other things, the Jewellery is part of the personal effects of, and for the personal use or wear by, the person bringing it into New Zealand. We recommend you consider New Zealand customs requirements for bringing goods into New Zealand prior to your departure.

- 7.6. Where you wish to purchase your Jewellery duty-free, a handling fee will apply and must be paid prior to the Jewellery being delivered to the relevant New Zealand International Airport. The handling fee depends on the Airport you are collecting from and varies between \$300 to \$500.

8. Ownership/Risk

- 8.1. All Jewellery (excluding any items that have been provided by you) remains our property until full payment in accordance with these Terms has been made by you.
- 8.2. All Jewellery will be at our risk until delivery has occurred in accordance with clause 6.4. We strongly recommend you ensure you have insurance cover in place prior to delivery of the Jewellery to you.

9. Customer care

- 9.1. All Jewellery is crafted to our high standard of workmanship and undergoes a thorough quality control check prior to being made available to you for final inspection.
- 9.2. Where you have inspected the finished Jewellery, taking possession or delivery of the Jewellery will be deemed acceptance of it and confirmation that it has been completed in accordance with the Design Specifications.
- 9.3. Where you have elected not to inspect the finished Jewellery and have chosen to have it delivered to an address of your specification, you will be deemed to have accepted the finished Jewellery and confirmed that it has been completed in accordance with the Design Specifications if you do not notify us in writing of any non-compliance within 7 days of delivery.
- 9.4. We recommend you care for your Jewellery in the manner set out in our Naveya & Sloane Care Booklet, which is available on our website. We will not be responsible for any damage sustained to your Jewellery where this has not been followed.
- 9.5. You acknowledge that metal has a natural tendency to “relax” after setting of stones. This may result in some stones becoming loose or falling out, particularly smaller or very closely set stones, or certain designs where minimal claws or surrounding metal is used. You agree this does not constitute poor workmanship.
- 9.6. You acknowledge that the following matters (as reasonably determined by us in our assessment of the Jewellery) are not a result of any defect or poor workmanship, and that we will not be responsible for the cost of rectifying:
 - (a) general wear and tear;
 - (b) scratches, dents or marks to any metal surface;
 - (c) wearing off of any plating;
 - (d) damage caused to the Jewellery by you or another party;
 - (e) loss of stones (subject to clause 10.1);
 - (f) loss or theft.
- 9.7. Where any work undertaken by us relates to heirloom jewellery or other stones or jewellery not sourced by us, we will take all due care but do not accept any liability for any loss or damage to such stones or jewellery while being repaired/incorporated into the Jewellery or otherwise in our possession.
- 9.8. Prior to any work beginning with respect to your heirloom jewellery, other stones or jewellery not sourced by us, we will require a valuation (to our required standard) to be provided to us at your expense. We can arrange this for you.

10. Engagement Rings – Customer Care

- 10.1. If within 6 months of purchase, any stones 0.10 carats or less fall out of your Engagement Ring other than as a result of any impact (as determined by us in our assessment of your Engagement Ring), we may at our discretion replace and re-set such stones free of charge provided you return the affected Jewellery to our Showroom.
- 10.2. We provide a complimentary Engagement Ring Service during the first 5 years following the date of purchase of your Engagement Ring. This allows you to bring your Engagement Ring in to us for a check-up, where we will tighten the claws and professionally clean it. We will also advise you during our check-up if we consider that any other maintenance or repair work is required

- to your Engagement Ring. Please note that any additional services (including any work required to rectify any of the matters specified in clause 9.6) will incur an additional charge. We strongly recommend you take advantage of our complimentary Engagement Ring Service to ensure your Engagement Ring remains in top condition.
- 10.3. Our complimentary Engagement Ring Service includes up to three complimentary services during the first 5 years following the date of purchase of your Engagement Ring, as follows:
- an initial complimentary service one year after the date of purchase of your Engagement Ring;
 - a second complimentary service three years after the date of purchase of your Engagement Ring; and
 - a third and final complimentary service 5 years after the date of purchase of your Engagement Ring.
- 10.4. If you wish to take up any servicing under our complimentary Engagement Ring Service, the time and date of the servicing needs to be agreed by us in advance of you bringing your Engagement Ring back to our Showroom.
- 10.5. Any servicing that you would like us to undertake to your Engagement Ring in addition to the three services included in our complimentary Engagement Ring Service will incur an additional charge.
- 10.6. Regular servicing of your Jewellery is sometimes a requirement for insurance cover. We reserve the right to vary the nature of this service at any time or cease provision of this service where appropriate due to a change in circumstances.
- 10.7. The complimentary Engagement Ring Service only applies to Engagement Rings purchased from us, and does not apply to other Jewellery.
- 10.8. Any claims for repair work or servicing must be accompanied by the original receipt or proof of purchase.
- 11. Engagement Rings – additional services**
- 11.1. We offer one complimentary re-size for all Engagement Rings purchased from us, subject to the original receipt or proof of purchase being provided.
- 12. Engraving services**
- 12.1. We offer engraving services on selected Jewellery purchased from us for an additional charge. Engraving options may be limited to certain fonts, size and characters.
- 12.2. Please note that re-sizing or altering any Jewellery may affect any engraving work previously carried out to the Jewellery. Any work required to re-do or touch-up any engraving work damaged or affected by any re-sizing or alterations will incur an additional charge.
- 13. Insurance**
- 13.1. We strongly recommend you have appropriate insurance cover in place for your Jewellery prior to collecting it (or receiving it, if you request to have the Jewellery delivered to you).
- 13.2. In the event your Jewellery is damaged following delivery (see clause 6.4) by you or another person, due to a failure to appropriately care for your Jewellery (see clause 9.4) or as a result of any reason not directly related to our workmanship (including any reason contained in clauses 9.6(a) – (f)), you will be responsible for the cost of any repair you engage us to undertake if that cost is not met by your insurer.
- 14. Valuation**
- 14.1. Where we provide you with a valuation in respect of any Jewellery purchased from us, this valuation will be an independent valuation from Jewellery Valuers Company Limited or such other third-party valuation firm that we choose to engage.
- 14.2. The valuation is provided for insurance purposes only and will specify the “replacement value” of your Jewellery.
- 14.3. Naveya and Sloane Limited assumes no responsibility or liability for the valuation provided by Jewellery Valuers Company Limited or such other third-party valuation firm that we engage to value any Jewellery.
- 15. Intellectual property**
- 15.1. You acknowledge that we are the owner of copyright in all designs produced by us, whether or not at your direction. You agree not to reproduce, in whole or part, any of our designs or engage another person to use or reproduce our designs. You further acknowledge that we are free to use our designs for other purposes, including creating jewellery for other persons or as part of our own collections.
- 16. Use of information**
- 16.1. We collect your personal information in order to provide the Jewellery to you. You agree that we may also use any personal information you provide to us for marketing purposes, including but not limited to sending electronic messages, and that we may provide such information to third parties who assist us in this regard. You are entitled under the Privacy Act 2020 to view and seek correction of any personal information held by us.
- 17. Consumer Guarantees Act 1993**
- 17.1. Where any Jewellery is acquired by you for use in a business, you agree that the Consumer Guarantees Act 1993 (the Act) does not apply. Any liability we may have to you is limited to the repair or replacement of the Jewellery supplied by us for which the liability arises.
- 17.2. Where any Jewellery is supplied to you as “consumer” (as defined in the Act) for a non-business purpose, the Act will apply and prevail over any contrary provisions in these Terms. We do not give any guarantees or make any warranties in addition to those contained in the Act and our liability to you is limited to our obligations under the Act.
- 18. Governing Law**
- 18.1. These Terms shall be governed by New Zealand law and subject to the non-exclusive jurisdiction of the New Zealand courts.
- 19. Waiver**
- 19.1. No delay or failure by us to exercise any of our rights or remedies will constitute a waiver or variation of any such right or remedy.
- 20. Validity**
- 20.1. If any part of these Terms is illegal or unenforceable, the remaining provisions will continue in full force and effect.