

## General terms and conditions

### § 1. GENERAL AND APPLICATION

The following terms and conditions shall apply for all contracts between the customer and mimi passage jewels about the delivery of goods, which are ordered in mimi Passage jewels's online shop under the web-site [www.mimipassagejewels.com](http://www.mimipassagejewels.com), respectively [www.shop.mimipassagejewels.com](http://www.shop.mimipassagejewels.com).

### § 2. ACCOUNT

- (1) The customer is responsible for maintaining the confidentiality of its account and password and for re-restricting access to its computer to prevent unauthorised access to its account. The customer agrees to accept responsibility for all activities that occur under its account or password.
- (2) The customer should take all necessary steps to ensure that the password is kept confidential and secure and should inform mimi Passage jewels immediately if it has any reason to believe that its password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- (3) The customer shall ensure that the details which are provided to mimi Passage Jewels are correct and complete. The customer shall inform mimi Passage Jewels immediately of any changes to the information that has been provided at the time of registration.

### § 3. CONCLUSION AND SUBJECT MATTER OF CONTRACT

- (1) mimi Passage Jewels's advertising and presentation of products in the online-shop under the website [www.mimipassagejewels.com](http://www.mimipassagejewels.com), respectively [www.shop.mimipassagejewels.com](http://www.shop.mimipassagejewels.com), is an invitation to treat The customer's order.
- (2) The customer places the order by carrying out all the steps available on the site [www.mimipassagejewels.com](http://www.mimipassagejewels.com), respectively [www.shop.mimipassagejewels.com](http://www.shop.mimipassagejewels.com).
- (3) After placing an order, mimi Passage Jewels will send an email to the customer, which confirms receipt of the order and contains the details of the order. This email does not constitute the acceptance of the offer.
- (4) mimi Passage Jewels accepts the offer either by shipping the products to the address provided by the customer or by confirming the shipping by an email. The contract has not been concluded before mimi Passage Jewels has accepted the offer.

### §4. PRICES AND CONDITIONS OF PAYMENT

- (1) mimi Passage Jewels's products can only be purchased through mimi Passage Jewels's official website [www.mimipassagejewels.com](http://www.mimipassagejewels.com), respectively [www.shop.mimipassagejewels.com](http://www.shop.mimipassagejewels.com). The product numbers stated on the website are exclusive.
- (2) All prices stated on the online-shop are in Euros and inclusive 21% VAT.

!! Shipping costs are not included. For detailed shipping costs, see [www.mimipassagejewels.com](http://www.mimipassagejewels.com).

- (3) For payment mimi Passage jewels only accepts the following credit cards: Visa, EuroCard/MasterCard. Mimi Passage Jewels does not accept other methods of payment.
- (4) In case of delivery outside EU the customer is obliged to bear the customs duties and further costs incurred.

### § 5.DELIVERY

- (1) Products which are "on stock" will be delivered inside Belgium and the EU within 7 working days and outside the EU within 14 working days.
- (2) For products which are "out of stock" the delivery period can be up to 8 weeks in case of delivery

inside Belgium and the EU. In case of delivery outside the EU, the delivery period can be up to 10 weeks.

(a) If the customer orders several items and one or more of the ordered items are currently out of stock, mimi Passage jewels will not ship the goods until each of the ordered items is back in stock again. The delivery time in that case may take up to eight weeks for customers within the EU and up to 10 weeks for customers who are located outside the EU.

(3) Both inside and outside Belgium, all products will be delivered by the B-Post.

(4) mimi Passag Jewels will not be held responsible for any delay or failure to comply with its obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

(5) The risk of loss or damages will not pass to the customer until the goods have been delivered to the customer.

#### § 6. Returned goods

(1) Items bought on sale are not returnable for exchange or refund. All sales are final.

(2) The customer has the right to return new unworn or unused goods within 14 days (but not items bought on sale). Goods should be returned in their original packaging where relevant. They are to be unused other than for the purpose of trying on for fit. If there is evidence to suggest that the goods have been used to a degree such as to decrease the value of the product, the customer loses his/her right to exercise a return. The 14-days-period shall begin to run after receipt of this instruction (e.g. via e-mail), but in any event no earlier than the goods have been received by the customer. In order to comply with the 14-days-period, it shall be sufficient for the products in question to have been dispatched as new and unused within this period. The customer is only entitled to return the goods directly to mimi Passage jewels.

(3) In the event of the return of the products, any services and products received, and any profit derived there from, shall be returned.

(4) mimi Passage Jewels will only cover shipping costs incurred in returning the product(s) if the return is a result of our error.

(5) Articles can only be returned in case they are still sealed and packed in their original packages. Our return policy does not affect your statutory rights. We only refund to the credit card that was used to place the order - this is to prevent fraud!

#### § 7. RETENTION OF TITLE

mimi Passage Jewels retains title to the goods until receipt of all payments in full.

#### § 8. WARRANTY AND LIABILITY

(1) mimi Passage Jewels will give a one-year guarantee on all products. (2) The used stones and other natural raw materials and products are not defective in case of insignificant deviations in form, shape, colour and weight within accepted standards of natural products due to raw materials.

#### § 9. DATA PROTECTION

(1) mimi Passage Jewels is entitled to collect, process and use our customers' data in accordance with applicable data protection law.

(2) mimi Passage Jewels will only use the customer's data for purpose which the data are provided for and/or for correspondence with the customer.

#### § 10. LINKS

As far as mimi Passage Jewels refers or set up links to any other website at its website [www.mimipassagejewels.com](http://www.mimipassagejewels.com), mimi Passage Jewels does not assume any liability for the completeness, the correctness or the data protection of the respective websites' content.

§ 11. JURISDICTION AND APPLICABLE LAW

- (1) The contract shall be governed by the laws of Belgium.
- (2) Exclusive place of jurisdiction for any dispute arising out or in connection with this contract is Antwerp (Antwerpen).
- (3) In case that any of the provisions of these terms and conditions are invalid, void or not legally enforceable, that condition will be deemed severable and will not affect the validity and enforceability of the remaining provisions of the terms and conditions.