

General terms and conditions

For Star Creations International Limited, Hung Hom, Kowloon, Hong Kong, **Business registration number** _____

Managing Director: Rico Rauschmayer

1. Applicability

The general terms and conditions of business below apply exclusively to all sales transactions between ourselves and end customers (consumers).

2. Formation of contract

A contract comes into existence when you place a binding order. Orders will be sent immediately by e-mail and must be reconfirmed after checking.

3. Cancellation rights

We produce every product individually according to your requirements and preferences (e.g. Engravings, ring sizes, composition of materials). In accordance with legal you are therefore not entitled to revoke your declaration of intent aimed at the conclusion of a contract.

4. Payment terms

We supply only on receipt of payment in advance, deposit and in certain cases after delivery. The Terms will be stated on every order confirmation or Pro Forma Invoice. You may select to pay by direct debit or bank transfer. **If monthly payment is agreed, we reserve the right to charge a late payment penalty in the amount of the national Banks loan interest rate lawyer formulation**

5. Delivery

We fulfill orders and deliveries from Hong Kong only. Should you require delivery from elsewhere, please contact our customer services department.

6. Delivery terms

See Order confirmation or Pro Forma Invoice.

7. Warranties

You are entitled to full legal warranty claims. Should any defects arise with respect to items purchased during the legal warranty period of 1 year, you may choose between rectification by means of the defect being repaired or a replacement product. We may refuse your preferred method of handling the defect (repair or replacement) only where it is disproportionate. In this case, your claim is limited to the alternative method of subsequent fulfillment. Assuming all legal requirements have been fulfilled, we grant further entitlement to a reduction in the price or cancellation and compensation for damages including reimbursement for the damage as well as reimbursement of your futile expenditure. Obvious damage to materials, manufacturing errors and transport damages must be reported immediately to ourselves and where applicable to the company which has delivered the goods in order to facilitate speedy rectification. Broken Parcels must be rejected by recipient in order to claim insurance reimbursements.

8. Guarantees

We will issue guarantees only if agreed separately, expressly and in writing. Where we issue such a seller's guarantee, the details are derived from the guarantee terms and conditions which in this case are enclosed with the items supplied.

9. Non-deliverable article

Should a specific article from our range not be deliverable, we reserve the right not to deliver. We undertake to inform you immediately should this be the case. In this situation, you may choose to order a product of equal value or request a refund of the purchase price.

10. Validity of prices

The prices stated on a Pro Forma Invoice or order confirmation are the prices which are currently applicable and do not include VAT and may be subject to a Currency or Precious metal surcharge.

11. Currency & payments

All items are calculated in Chinese Yuan and will be exchanged into the billing currency on order date. Pro Forma Invoices will have a validity of 14 days in which payment has to be made. Late payment of a deposit or final payment may result in legal prosecution and/or additional charges.

Validity for GOLD products pro forma Invoice is 14 days, HOWEVER : We fix the gold price on the day DEPOSIT PAYMENT HAS ARRIVED OR THE DATE THE ORDER IS CONFIRMED BY CLIENT

12. Precious Metal fixing

Precious metal will be fixed on order date. Precious metal Price selected according to Heraeus Hong Kong Limited 12 p.m. If a Precious metal account is set up with us, it must be positive for the order to be produced. If Pro Forma Invoice has not been confirmed within 14 days, a new precious metal price will be fixed.

13. Delivery costs

There is no additional cost for delivery within Guangzhou China. The cost for agreed delivery abroad will be borne by buyer incl. Insurance fees. Fed ex account No. may be provided. We reserve the right to refuse certain delivery/express Companies.

14. Delivery time

The delivery time is indicated on every Pro Forma Invoice or order confirmation. We will not be liable for any losses which may occur from a late or early delivery of goods. A late confirmation of an order will result in a later delivery date.

15. Weights & Tolerance

The weight indicated on a Pro Forma Invoice, order confirmation or sample may differ up to 10% from the delivered goods weights. The Ring Size Tolerance may differ up to 0,3mm.

16. Reservation of title

The goods remain our property until full payment has been received.

17. Data protection

We take the protection of your personal data very seriously. All personal data is treated in confidence. Personal data includes, for example, your name, your postal address and e-mail address and your IP address when you register and place an order. We use the data collated exclusively to supply the articles you require, to answer your queries and to send you information.

We request, save and use your customer details only to open a customer account and to process the order.

You have the opportunity to refuse for your data to be used further at any time. Your data will not be passed to third parties under any circumstances. Our customers may receive details of the scope and purpose of data processing at any time. Furthermore, data may, on request, be amended, blocked or deleted. If you wish to do this, please send an e-mail to: team@star-creations-international.com

Cookies are used to some extent. Cookies are small text files which are filed temporarily on your hard drive. These files make it easier for you to navigate on our website. Most browsers accept cookies automatically. However you may change your browser settings at any time. Most of the cookies we use are so-called 'session cookies'. They are automatically deleted when you leave the site. Cookies will not cause any damage to your computer and they do not contain viruses.

18. Choice of law

This Agreement shall be governed by and construed in accordance with Hong Kong S.A.R. law. Hong Kong S.A.R. Law shall apply. The UN Convention on the International Sale of Goods (CISG) shall not apply.

19. Place of Jurisdiction

Place of jurisdiction shall be Hong Kong S.A.R.

The courts of Hong Kong S.A.R. Or of the European Union shall have jurisdiction over all disputes arising from the Agreement.

20. ALL DESIGNS BELONG TO SCI AND LR . THE CUSTOMER HAS NO RIGHT TO COPY NOR CHANGE TH-

