

GEMS AND LADDERS

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TERMS AND CONDITIONS

Uster/ Switzerland, June 2015

These terms and conditions apply to all orders placed by the customer (hereinafter referred to as <you>) with Gems and Ladders AG (hereinafter referred to as "GEMS AND LADDERS", "we" or "us") at GEMS AND LADDERS online store (also referred to as the "website") hereinafter referred to as the <Terms and Conditions>. Please read our Terms and Conditions carefully before placing any orders on www.gemsandladders.com. By placing an order, you enter into an agreement with us and accept these Terms and Conditions. We may modify the Terms and Conditions from time to time. If you do not agree to any change to the Terms and Conditions then please immediately stop using the website and get in contact with us regarding your disagreement with these Terms and Conditions. Any changes made to the Terms and Conditions after you have placed a final order will not affect that specific order unless we are required to make such change by law.

1.

HOW TO SHOP

a) Shipping country

When you enter www.gemsandladders.com we will determine the country you are browsing from and this will be pre-selected as your optional shipping destination. You can change the destination country at any time before the final check-out step or in your user settings. GEMS AND LADDERS offers the products that are shown in the online store. Browse the site to select the items you like and add them to your shopping basket. Please note that all orders are subject to availability, and items in your shopping basket will be reserved for 60 minutes only from the moment you add them to your basket; during that time no other customer can purchase that reserved item(s). When the 60 minutes time window expires the item(s) may be purchased by other customers again. You can always view, change or delete items in your shopping basket before you proceed to the check-out.

b) Registration

To be able to place an order from the website you will be asked to register and provide your personal details. You must provide your real name, phone number, email address and other requested information as indicated. Please note that we do not ship to P.O. box addresses. You are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please update your personal details at your profile (www.gemsandladders.com). GEMS AND LADDERS reserves the right to withdraw its goods offered to you in case of non-compliance with the aforementioned registration requirements. We may change registration requirements from time to time in particular due to amendments to the relevant data protection legislation. Your username on www.gemsandladders.com will always be the email address you entered when registering. The account password you provide should be unique and kept secure, and you must notify GEMS AND LADDERS immediately of any breach of security or unauthorized use of your account. Please refer to our Data Privacy Policy for information about how we use your data.

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c) Submitting your order

Before proceeding to payment, you can review your order (including your total price inclusive of VAT and shipping charges) and make changes if needed. Aside from your right of cancellation / return, you are bound by your order from the moment you accept the online offer of GEMS AND LADDERS and the conditions thereby stipulated have been fulfilled (once the order has been submitted and payment confirmed on the website. However, please note that the order will not be valid if GEMS AND LADDERS cannot verify the billing and shipping addresses that you provide. Orders can be placed online or via telephone to Customer Service.

d) Payment

Payment for online store purchases can be made with a valid credit card by a provider accepted by GEMS AND LADDERS. You will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided. The total order sum will be checked and reserved against your credit card until the time of dispatch. If you prefer to pay by wire transfer, please contact our Customer Service. Your item(s) will be reserved until the advance payment is received; at most ten days after the order placement.

e) Order confirmation

You will receive an immediate online confirmation on your screen at the end of the check-out, as well as an email confirmation of your order from GEMS AND LADDERS. Orders placed via telephone to customer service will also be confirmed by email, once the advance payment is received. f) Changes to your placed order
Once your order has been placed and you have received an order confirmation email, you cannot make any changes to your current order. If you wish to make changes to your placed order, or if there is any mistake made in registering customer contact or address details when placing the order, it is your responsibility to contact GEMS AND LADDERS Customer Service immediately. GEMS AND LADDERS is willing to handle such applications for changes in a responsive and customer friendly way. However, GEMS AND LADDERS cannot guarantee to consider such applications for changes in any case.

2.

PRICING POLICY AND CHARGES

All prices displayed in the GEMS AND LADDERS online store do not include country specific Value Added Tax (VAT), shipping fees and customs taxes. The country specific Value Added Tax (VAT), shipping fees and customs taxes will be added to the order in the check-out step and might differ based on which country or city your order is shipped to. You can select the shipping country/ city when entering or browsing the website, or when entering your details in the check-out step or in your user settings.

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3. PAYMENT

Orders placed against a VISA, MasterCard or American Express cards can be processed online or via telephone. We only accept credit cards with billing addresses in one of the countries that GEMS AND LADDERS online ships to. If you prefer to pay by wire transfer, please contact our Customer Service. In this case the order will be processed as soon as the payment is received on our account. The selected item(s) will be reserved until payment is received, at most for ten days. When paying by card, GEMS AND LADDERS reserves the right to check the validity of the card, that there is enough funds to cover the purchase sum, and validate the billing address details of the purchaser. GEMS AND LADDERS reserves the right to deny any purchase order. Your card account will be debited in full when the order is finally placed. Please note that all prices and product information on gemsandladders.com are subject to change. If you are a customer whose card is not denominated in Swiss Francs (CHF), Euros (€) or US Dollars (USD), the final transaction amount will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

4. DELIVERY AND SHIPPING

Place of fulfilment is Uster/Switzerland. Select the country where you would like your items to be delivered at the check-out, under "Shipping address". The shipping destination may be changed until you reach the check-out. Please note that all prices, VAT, customs taxes and delivery charges will be adjusted depending on the country/ city you would like your items shipped to. GEMS AND LADDERS will take the greatest of care to be as accurate as possible when receiving and dispatching orders. GEMS AND LADDERS will process the approved orders as quickly as possible and in the order that they have been received. Delivery normally takes 2 weeks from the time of placing the order. In case it takes substantially longer, we will contact you. Delivery times may vary depending on where the order is to be delivered. GEMS AND LADDERS is not responsible for any delays caused by destination customs clearance processes. The place of delivery is presumed to be the address that the consumer gives to GEMS AND LADDERS at the time of registering personal details and placing the order. Shipping prices are calculated based on the ordered goods' location and your shipping address. Shipping insurance which is organized and paid by GEMS AND LADDERS. Once items shipped, transit time will vary depending on your location. If your country is not listed, please contact GEMS AND LADDERS Customer Service to discuss and finalize your order. Please note that we only ship to home or office addresses and not to P.O. box addresses.

5. RIGHT OF CANCELLATION/RETURN

You may revoke your offer to enter into a contract or GEMS AND LADDERS' acceptance of such an offer if such contract is entered into with GEMS AND LADDERS over its website and if the following prerequisites are fulfilled. You must inform GEMS AND LADDERS of your revocation in writing (either by email to info@gemsandladders.com or by postal services to GEMS AND LADDERS' registered office at Weiherallee 11a, CH-8610 Uster, Switzerland). The limitation period for revocation is seven days and commences as soon as you have proposed or accepted the contract; and have become aware of this information on your revocation rights sent to your contact email address given to GEMS AND LADDERS. The time limit is observed if the notice of revocation is posted on the seventh day. Exchange Items received by the customer cannot be exchanged.

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6. COLOURS

We have made every effort to display as accurately as possible the colours of our products that appear on gemsandladders.com. If there are colour differences between the colours shown on the website on your computer and the actual colours, this may be due to the colour reproduction on your computer.

7. TRANSPORT WARRANTY

All consignments that are sent are insured by GEMS AND LADDERS. If you discover any damage to the package before you open it, you must report this to the forwarding company immediately and send a copy of your complaint to GEMS AND LADDERS. If you have already opened the consignment when you discover any damage to the item sent, you must contact the forwarding company and copy the complaint to GEMS AND LADDERS Customer Service immediately via email, and inform us in detail on your complaint referring to the specific order confirmation.

8. MINIMUM AGE

In order to shop at GEMS AND LADDERS' online store you must be at least 18 years of age.

9. PROTECTION OF PRIVACY

GEMS AND LADDERS fully complies with the Swiss Federal Data Protection Act 1998. For details see our Data Privacy Policy.

10. JURISDICTION AND APPLICABLE LAW

Any controversy arising out of or in connection with GEMS AND LADDERS' business activities shall be exclusively adjudicated by the Commercial Court of Zurich only. These Terms and Conditions and all disputes arising in connection with these Terms and Conditions, or with the use of the website as well as with any order/ purchase over GEMS AND LADDERS' website or by telephone shall be exclusively governed by Swiss substantive law. The applicability of the Regulations of the Vienna Convention on the international Sale of Goods is excluded. If any local mandatory consumer law provisions are applicable, GEMS AND LADDERS will consider such provisions and make country specific adjustments. GEMS AND LADDERS may modify or amend these Terms and Conditions at any moment. You are therefore asked to accept only the Terms and Conditions applicable at the time of purchase with each of your orders.

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11. OWNERSHIP OF RIGHTS

All rights are reserved, including copyrights at gemsandladders.com. Any use of GEMS AND LADDERS' website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without our written permission.

12. GEMS AND LADDERS ONLINE CUSTOMER SERVICE

Call us: Customer Service Number +41 (0)43 940 70 00

Email us: info@gemsandladders.com

13. COMPANY INFORMATION

Registered office:
GEMS AND LADDERS AG
Weiherallee 11a
CH-8610 Uster
Switzerland

VAT registration number CHE-483.939.282 MWST