

## Area of application

Deviating terms and conditions from the buyer only apply if they are explicitly accepted by us in writing.

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## Right of withdrawal

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Customers can cancel their order within two weeks without information of matters in form of a writing (e.g. letter, fax, e-mail) or by returning the goods. The period begins with the receipt of the package and the information of the right of cancellation. To ensure the period of cancellation the return should be made in due time. The cancellation has to be addressed to:

**Silke Hüpping, Kolpingstrasse 19, D-37696 Marienmünster, Germany**

**Email: [info@silkes-schmuckland.com](mailto:info@silkes-schmuckland.com)**

**Fax: +49 (0) 5276 986097**

### Consequences of cancellation:

In case of an effective cancellation pos-hauer receives the goods back and refunds the selling price, in case the price has been payed. In case of a deterioration of the goods the customer can be obliged to replace the value. You can avoid the replacement of the value by not using the goods like an owner, and avoid everything which can detract the value.

### End of the information

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## Imprint

Bijou-s  
Silke Hüpping  
Kolpingstr. 19  
D-37696 Marienmünster  
E-Mail: [info@silkes-schmuckland.com](mailto:info@silkes-schmuckland.com)  
Telefon: +49 (0)5276 986095  
Fax: +49 (0) 5276 986097

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## Ordering items

(1) In our shop you will find a shopping cart. Here you can very easily enter and also edit your order and then send it to us. We will confirm your order via email.

Our prices are retail prices, i.e. VAT is already included.

(2) The contract is concluded with the acceptance of the order by [Silkes-Schmuckland.com](http://Silkes-Schmuckland.com) which is declared to you via telephone, fax or email.

(3) The contract is concluded with the acceptance of the order by [Silkes-Schmuckland.com](http://Silkes-Schmuckland.com) which is declared to you via telephone, fax or email.

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## Payment of the items

- (1) We only ship the merchandise after payment has been effected (prepayment).
- (2) Costs for shipping and handling increase by 5 EUR for C.O.D. parcels within Germany. The Deutsche Post AG also charges an additional 2 EUR remittance fee. This fee must be paid in cash to the postman by the consignee upon receipt of the merchandise.
- (3) Furthermore we accept payment with collection-only cheques, PayPal and Moneybookers.
- (4) Email for payments via PayPal and Moneybookers: [info@silkes-schmuckland.com](mailto:info@silkes-schmuckland.com)

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## Bank Accounts

Bank account in Germany: Volksbank Paderborn-Höxter, Konto 9014980100, Inhaber Silke Hüpping  
BLZ 47260121, BIC DGPBDE3MXXX, IBAN: DE 60472601219014980100  
We have also bank accounts in Switzerland, France, Denmark, Sweden and Norway.

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## Shipment of the items

We always send as insured shipment via the parcel service or as registered mail via the post. The prices for the shipping you find under 'Delivery Terms'.  
Postal charges and costs for shipping and handling are calculated according to weight and distance.  
We will inform you of the exact amount via email or telephone before shipping the merchandise.  
You will also receive a message via email as soon as the package has been shipped.

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## Embossed stamp

All jewellery items in gold and silver are stamped according to their alloy. For deliveries to Switzerland, all jewellery items in the range of real silver and real gold have the certified responsibility mark from Silke Hüpping

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## Defects and Guarantee

- (1) Should you discover damages in transit upon delivery, please have these confirmed by the deliverer and immediately inspect the contents for totality or refuse acceptance of the delivery. You will then receive a new delivery as soon as the unaccepted merchandise has been returned to us

(2) Rights of guarantee can be claimed at our above address.

In the event of justifiable notification of defects of the merchandise within the statutory period, a rectification of defects or compensation delivery is carried out free of charge according to our choice. Should the rectification of defects or rather compensation delivery fail in at least two cases, the customer can demand a reduction of the purchase price or cancellation of the contract according to his/her choice.

(3) The warranty claim does not include damages due to improper treatment or use of the merchandise as well as normal signs of wear which do not represent a defect. Compensation for consequential harm caused by a defect is excluded. We do not assume liability for the correctness of technical data or other information to which we did not explicitly refer.

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## **Jurisdiction, Severability Clause, Data Protection**

(1) Place of performance for both parties is the registered office of the Silke Hüpping Company.

(2) The invalidity of one or several of the preceding provisions does not affect the validity of the remaining provisions. The invalid provision is to be replaced by a valid one which serves the economic purpose it pursues as best as possible.

(3) Customer data is only stored for the processing of business transactions, i.e. for the execution of orders and for customer support. A transmission to third parties is limited to data required in line with order processing, if applicable to companies affiliated to us. In no case is your data transmitted to unauthorised third parties.

(4) Solely the laws of the Federal Republic of Germany are applicable for the contract.

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Date: 15.04.2008