



General Terms and Conditions of Sale

General conditions: All orders passed on to us are governed by the conditions below. This applies to private, individual clients and commercial purchasers. We reserve the right to alter or amend these conditions at any time without notice.

Price: The prices indicated on our site are given exclusively in US dollars and are stated without tax. These prices may be revised upwards or downwards without notice. Any order confirmed and paid for at the marked price is exempt from any variation in price.

Individual location service: Only the products published on our site are available for purchase. However, our collection contains a much wider range than is available for viewing on the net. Individual requests by clients for alternative stones are welcomed and, following an in-depth examination of our stock, a detailed proposal will be quickly sent to the client by e-mail.

Delivery: All responsibility for risk and loss of goods in transit are assumed by the receiving party. However, we do our best to minimise them through registered delivery post, courier tracking and/or chartered transport depending on the value of the order.

All orders will be dealt with in between 1 and 3 working days to which should be added postal delays appropriate to the destination. We cannot be held responsible for extenuating circumstances such as strikes, acts of God, political conflict etc. No compensation for loss or interest nor any cancellation of orders in progress will be made available for any failure to observe delivery deadlines.

No order will be expedited without the full validation of the order by the client and the payment for said order being paid in full. (see article on payment)

Shipping costs: Through a concern for the best interests of our clientele, we do not charge for costs incurred through normal shipping and transport. Any specific request in this regard will result in an additional payment presented by us within 10 days. The entirety of said additional shipping costs must then be paid at the same time as the remaining full order sum.

Payment: Full price is to be paid on all our stones at the time of purchase. Validating an order through our site initiates a full commercial contract which commits the client to pay the full required sum within a maximum of 7 working days. Any failure of the client to pay the full sum within the designated time will result in the order being considered null and void and the ordered goods being re-admitted for sale.

Payment can be made through bank transfer (either by SWIFT or IBAN) or through a Western Union transfer. Information on payment methods will be sent to the client via e-mail once the order is completed on-line.

After validation of the order, a bill of sale containing the details of the transaction will be sent by our company to the client via the internet. Any conflict or situation requiring arbitration will be sent to our international arbitration office. Any costs incurred as part of the arbitration procedure will be chargeable as additions to the extant sum outstanding.

Satisfaction guarantee: Individual customer purchases are subject to a 10 working day, money-back or exchange agreement. Goods must be returned in perfect condition, at the client's own expense and in the original packaging. Qualifying requests for reimbursement will be paid at the original order price less a restocking forfeit of \$10.

Commercial customers are subject to a three calendar-day standard exchange or refund agreement. Goods must be returned in perfect condition, at the client's own expense and in the original packaging. Qualifying requests for reimbursement will be paid at the original order price less a restocking forfeit of \$10.

Reimbursements will be paid through transfer of funds into the bank or postal account that initially served as the client's source of payment.

Responsibility: Photographic images are not contractually binding. Even with the greatest care taken over written and photographic descriptions we cannot be held responsible for any differences between described and actual colour or other aspect of our stones as identified by the client.

We disclaim any responsibility for the content of internet sites which may be reached through links posted on our own site.

Jurisdiction: In case of challenge over interpretation or execution of these present general conditions of sale, the parties shall agree in the first case, to seek an amicable solution.

In case of failure to arrive at an amicable solution as detailed above, the case shall be referred to the competent "Tribunal de Commerce" notwithstanding multiple claimants or claims of guarantee.

Quality guarantee: All our stones are guaranteed authentic and are designated as jewellery quality gems unless otherwise stated. They are sourced with the greatest ethical care, our business embracing a policy of fair-trade.

Contact: You can contact us through e-mail at the following address: enquiries@wmfinegems.com We are available for all information requests, requests for specific gems or particular cutting or sizing services carried out by our cutters. If you would like to see our entire collection or a particular stone, it is possible to organise an appointment with our specialists, exclusively in the city of London (United-Kingdom) or another location of our choosing.

Any costs undertaken by the client as part of such a visit (transport, hotel etc.) are entirely the client's own responsibility.

Agreement of the purchaser: By act of purchase, the present general conditions of sale and stated prices are agreed upon and accepted by the purchaser who - renouncing all document stating the contrary including his or her own general conditions of purchase - declares him or herself competent to make the purchase.

Conditions for commercial purchases only:

Any default in payment of a part or the whole of the order price will, without any formal notice, automatically incur the *lapse of any previous payment agreement and require the client to make immediate and full payment of any funds owed, plus an additional 15%.*

Retention and transfer of goods: It is expressly understood that, according to current legislation, any merchandise remains our property until the entire sum owing has been paid and funds have cleared. The transfer of goods sold and any risk attached to those goods occurs at the moment of delivery of those goods. The delivery notification and the date appearing upon said notification are adjudged to be evidence of the date of delivery.