

MADLY

BESPOKE JEWELLER
MUNICH · SINGAPORE · DUBAI

Terms and Conditions

Welcome to MADLY, we thank you for choosing us. In choosing to transact with us, you hereby acknowledge that you have read and understood, and agree to be legally bound by, these Terms and Conditions.

1. General

- a. Subject to Clause 2(a), these Terms and Conditions shall be construed as a contractually binding relationship that you have agreed to enter into with MADLY and shall be held to be binding and enforceable.

2. Order Process

- a. Any orders placed shall not constitute a binding legal contract between yourself and MADLY until MADLY has provided written acceptance and acknowledgement of the order.
- b. For custom bespoke gemstones or jewellery orders, a 50% deposit of the quoted/estimated price is required by MADLY before work can commence.
- c. MADLY reserves the right to cancel any orders resulting from pricing, typographical, or other errors, in any offer or representation made by us and refund you the full amount accordingly.

3. Payment Procedure

- a. Payment must be received by MADLY prior to MADLY's acceptance and acknowledgement of an order. No work shall commence until payment has been received in full.
- b. Payment for products purchased from MADLY may be made by credit card, cheque, bank transfer, or some other prearranged agreed payment method. If payment is made by personal cheque, purchased products will not be shipped or collected until the cheque is cleared successfully.
- c. If your credit/debit card is not denominated in United Arab Emirates Dirhams, the final price will be calculated in accordance with the applicable exchange rate on the day your credit/debit card issuer processes the transaction.
- d. When paying by credit/debit card, you hereby warrant and confirm that you are the person to whom the credit/debit card used is issued to and whose name appears on the card. All credit/debit card holders will be subject to usual authorization checks by the card issuer. Should the issuer of your credit/debit card refuse to authorise payment to MADLY, we will not be liable for the immediate cancellation of your order.

4. Refund, Returns and Exchange Policy

We at MADLY wholeheartedly wish for you to be satisfied with your purchase. The refund, return and exchange of MADLY products shall be governed by the following provisions:

- a. For products sold under:
 - i. MADLY's ready-made jewellery range:
 - i. You may elect to exchange your MADLY ready-made jewellery within 2 business days after purchase, for an item of equivalent or higher value and we will issue a credit note for the original purchase price, which may only be used for other purchases from MADLY.
 - ii. MADLY ready-made jewellery is strictly non-refundable.

- iii. To return MADLY's gemstones or ready-made jewellery, please email dubai@madly.com for further instructions.
- II. MADLY's fine gemstones and jewellery range:
 - i. There will be no refunds entertained for the purchase of fine gemstones and jewellery from MADLY.
- III. MADLY's custom bespoke gemstones and jewellery range
 - i. Custom bespoke gemstones and jewellery from MADLY are both non-refundable and non-exchangeable once your order is accepted and acknowledged by MADLY.

In the event you change your mind after an order has been accepted, MADLY reserves the right to keep the deposit, being 50% of the purchase price where MADLY has proceeded to acquire gemstones or jewellery in connection with the purchase. The parties agree that the retention of 50% is fair compensation to MADLY in light of the fact that these are customised or bespoke items which may have limited marketability. The remaining 50% of the purchase price will be refunded to you in the form of a credit note.

- b. For the service of setting of gemstones:
 - I. Should MADLY be responsible for loss or misplacement of a gemstone provided by you, you will be compensated with a gemstone/gemstones or other precious metal of similar value only when a receipt stating the type, carat, weight and other relevant details pertaining to the lost stone is produced. A valuation certificate will not be accepted and there will be no cash compensation. Please ensure that you obtain a receipt from MADLY at the time that you provide us with your gemstone.
 - II. Should a gemstone provided by you be broken or damaged during the process of setting, you agree to indemnify and hold harmless Madly Pte. Ltd, its agents, employees, and related parties from any and all liability or claim related to your gemstone.
- c. For the avoidance of doubt and without prejudice to the foregoing Clauses 4a and 4b, the following overriding provisions shall supersede the effect of Clauses 4a and 4b:
 - I. You are made aware and accept that products showing signs of wear and tear or have been engraved, altered, resized or damaged in any way will not be accepted by MADLY for return, exchange or refund;
 - II. You will not be entitled to a remedy under this Clause if you were aware of a defect and/or fault in a product and placed an order for it nonetheless; and
 - III. You will also be disentitled from a remedy under this Clause beyond 2 business days after purchase if you simply had a change of mind and no longer want the item.

5. Cancellation Policy

- a. Your accepted order may be subject to cancellation by MADLY with prior written notice of 5 working days.
- b. You will no longer be entitled to cancel your order once it has been accepted and confirmed by MADLY.

6. Repair Guarantee

- a. All products made by MADLY are in adherence with and subject to strict quality control practices. All repairs related to the craftsmanship of MADLY jewellery and gemstones are fully guaranteed for one year, subject to the following:
 - i. The product must not have been damaged due to your own careless wear and use. All products subject to repair by MADLY will first be assessed by our experts. MADLY will not be held responsible or liable for any damage to purchased products may have been caused by your own careless wear and use;
 - ii. You will not be entitled to a remedy under Clause 4 of these Terms and Conditions if you damaged the item through your own misuse and fault, or if you first attempted, whether personally or through a third party, to repair it; and
 - iii. For the purposes of setting of gemstones, we will not be responsible for the repair of gemstones that are not purchased from MADLY.

7. Representations and Warranties

- a. You are made aware and accept that any quotations or estimates shown or represented to you by MADLY during the order process may be lower than the final sum due. In such an event, MADLY will charge you accordingly for the difference due. Conversely, should quotations or estimates shown or represented during the order process may be higher than the final sum due, MADLY will reimburse you the difference.
- b. MADLY has taken due care to ensure that products shown and displayed on our catalogues, brochures or other marketing material consist of designs, illustrations, colours, descriptions and relevant information that are as accurate as possible. However, you are aware and agree that such marketing material is provided on an 'as is' and 'as available' basis. Any designs, illustrations, colours, descriptions and relevant information, online images, photographs, digital illustrations and artist impressions are only representations and that the actual products may appear and feel different from how they appear as seen from these marketing materials.

8. Exclusion and limitation of liability

This section does not affect any statutory rights accorded to you under the laws of the United Arab Emirates. You hereby accept and acknowledge that:

- a. To the fullest extent permitted by law, MADLY hereby disclaims and excludes all other terms, conditions and warranties relating to MADLY products, whether express or implied or arising from any other previous course of dealing, usage or industry trade practice;
- b. To the fullest extent permitted by law, MADLY disclaims all warranties, express or implied, including, without limitation implied warranties of merchantability and fitness for a particular purpose; and
- c. To the fullest extent permitted by law, except for death and personal injury proved to arise from our negligence, the liability of MADLY for any loss, damage or injury resulting directly or indirectly from any defect, fault or flaw of our products or any other breach of MADLY's obligations hereunder shall not in any event exceed an amount equivalent to the price of the product in question.

9. Ownership and Intellectual Property Rights

- a. MADLY is the sole owner and registered proprietor of all product materials, including but not limited to all product designs, content, text, digital graphics, logos, icons, images, audio, video clips, software, plans, artistic works, services and information in any media or format, and such materials are duly protected by trademark, copyright and other relevant forms of intellectual property rights owned, licenced to or controlled by MADLY.
- b. Except as otherwise expressly provided and agreed to in writing by MADLY, you are strictly prohibited from using, uploading, downloading, copying, reproducing, re-publishing, transmitting, communicating, distributing, disseminating, decompiling, disassembling, modifying or adapting in any way, any of the materials provided for in Clause 9a above or any part thereof. MADLY reserves the right to take action against any breach and infringement of these intellectual property rights.

10. Price changes and Product availability

- a. You are made aware and accept that all prices and availability of products as depicted and advertised by MADLY are subject to changes without prior notice.

11. Miscellaneous

- a. These Terms and Conditions shall be subject to, in compliance with, and interpreted in accordance with the laws of the United Arab Emirates.
- b. Any dispute between the parties shall first be resolved by negotiation and mediation between the parties, failing which by resort to the Courts of the United Arab Emirates. You agree that the Courts of the United Arab Emirates shall have exclusive jurisdiction to settle any such dispute.

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post (by air-mail if to or from an address outside Dubai, United Arab Emirates, with recorded delivery, or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) 48 hours after posting or (if made or given to or from an address outside of Dubai, United Arab Emirates, 10 days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing the same was duly addressed, stamped and posted or that the facsimile transmission was properly addressed and dispatched.

- c. No failure or delay on the part of MADLY relating to the exercise of any right, power, privilege or remedy provided under these Terms and Conditions shall operate as a waiver of such right, power, privilege or remedy, nor shall any single exercise of the same preclude any other or future exercise thereof; or the exercise of any

other right, power, privilege or remedy under these Terms and Conditions.

- d. If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any legislation or other laws to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms and Conditions.
- e. No remedy conferred by any of the provisions of these Terms and Conditions are intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by yourself or MADLY shall not constitute a waiver of the right to pursue any other available remedies.
- f. These Terms and Conditions constitute the complete understanding and agreement between you and MADLY regarding any transaction between us and supersedes any and all other contracts, representations, and arrangements, whether oral or in writing, heretofore entered into between you and MADLY in respect of the matters dealt within these Terms and Conditions. No promise, inducement, representation or agreement other than as expressly set forth in these Terms and Conditions has been made by MADLY.
- g. MADLY shall not be held liable to you for default of its obligations under these Terms and Conditions when such default is by reason of an act of God, strike, lockout, act of the public enemy, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, sabotage, lightning, fire, storm, flood, earthquake, volcanic eruption, explosion, governmental restraint, perils of the sea, embargo or any other cause whether of the kind specifically enumerated above or otherwise which is beyond the reasonable control of MADLY whose obligations it affects and which that MADLY is unable to avoid by the exercise of reasonable foresight and diligence.
- h. Time, whenever mentioned, shall be of the essence in these Terms and Conditions.

Kindly contact our customer service department at dubai@madly.com should you require further clarification on these Terms and Conditions.