

General Terms & Conditions of SFD International AG
Valid from 04.04.2025

These General Terms and Conditions (GTC) are designed to help you and us to act with each other in a safe and trusting manner. We work exclusively based on the following GTC, which you accept when you purchase products or services from SFD International AG (hereinafter referred to as "SFDI").

1 Order

Orders are generally processed through your SFDI partner or through SFDI directly. If you do not know any SFDI partner in your area, please contact SFDI directly. A contract is concluded by either SFDI sending an order confirmation to the customer or by SFDI's reception of the payment for the invoiced down payment.

2 Prices

All prices are always including the national applicable value added tax ("VAT"), unless otherwise stated in writing. The prices published at the time of the order apply. Errors and printing errors are reserved. After the publication of a new price list, all previous prices will become invalid.

3 Right of withdrawal

Customers of SFDI have a right of withdrawal for 14 days after placing an order. There is no need to justify a withdrawal. The customer can exercise the right of withdrawal in writing by email or letter to SFDI. To meet the deadline, SFDI must receive the revocation in good time. After the reception of the down payment, SFDI starts the individual production of the diamond. After the start a revocation or cancellation of the order is no longer possible anymore.

4 Use of Customer Data

All personal data will be treated confidentially. SFDI is entitled to process all data relating to business relationships with customers in accordance with the Swiss Data Protection Act and to pass it on to our trading/contractual partners to execute the contract correctly.

5 Intellectual property rights

SFDI reserves the right of ownership and copyright to all articles, illustrations (brochures, internet, pictures, drawings, etc.) and samples supplied. Their use for execution and imitation by third parties requires our written permission. This also applies to forms that are not legally protected.

6 Liability

Claims for damages of any kind are excluded unless mandatory law precludes this regulation. In the event of any claims by third parties in connection with the right to the samples handed over to us (such as cremation ashes, hair or feathers or individual attachments), SFDI bears no responsibility.

7 Individual production

The diamonds of SFDI are specifically and individually produced for each customer. The parties agree that SFDI cannot provide a promise or guarantee for successful completion of the order. SFDI commits to undertake all necessary steps to meet all requirements specified in the order. The customer accepts that in the event of a refund of the money by SFDI, all losses of the



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customer are fully covered and that SFDI is not liable to the customer, or any third parties directly or indirectly associated with this order for any damage resulting from the non-fulfillment of the order.

All SFDI diamonds are created from individual carbon sources. Parameters such as color, degree of clarity, proportions and weight result from the individual growth process when the diamond is created and can only be partially influenced by SFDI. Deviations from the parameters defined in the order are not a defect and are not entitled to a complaint or conversion of the order.

8 Delivery Time

The indication of a delivery time is approximate and non-binding. SFDI usually delivers within 4 to 8 months. However, due to the manufacturing process, it is possible that the delivery time may be extended. In the event of a delay, no claim for compensation can be made.

9 Further processing

Further processing of the delivered diamonds is at the customer's own risk. It is known that any diamond can be damaged, e.g. break under stress or by hitting other hard objects.

10 Samples

The customer guarantees that the raw material (samples) which he has provided to produce the diamond belongs to him and that the sample is not subject to any obligations towards third parties. The customer guarantees that no consent from third parties is required to use these samples. In the event of any claims and/or disputes in connection with the right to these samples, the customer is responsible and will arbitrate any differences at his own expense. The customer agrees that the samples handed over to SFDI will lose their original structure during the formation process of the diamond(s) and can no longer be returned to their original condition. Unless otherwise agreed, all samples handed over to SFDI will be used in the diamond manufacturing process.

11 Miscellaneous

All previous, ongoing, direct or indirect agreements, conversations, etc. are not valid. Any change to these GTC or the individual contract is only valid in writing and signed by both parties. Only our GTC applies. We hereby contradict the customer's GTC. Upon publication of an updated version, older versions of our GTC lose their validity. In the event of invalidity of individual provisions of the contract or the GTC, the remaining provisions shall continue to be effective. Swiss law applies to cross-border delivery traffic (place of jurisdiction Chur). The UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

12 Vendor identification

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