

# General terms & conditions

## Article 1. Scope of application

By visiting our website and/or purchasing something from us, you engage in our services and agree to be bound by the following terms and conditions (“terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These terms apply to all users of the website, without limitation. They apply to the use of the MELANIE VAN DOOREN website, to all MELANIE VAN DOOREN offers (via website or via showroom(s)), and to all contracts concluded with MELANIE VAN DOOREN.

The client declares that previously to the conclusion of any contract with MELANIE VAN DOOREN he took notice of the general terms and conditions as published on the website [www.melanievandooren.com](http://www.melanievandooren.com) and declares expressly to accept them.

This declaration of acknowledgment and acceptance is done by the “internet client” by an electronic confirmation and by the “non internet client” from the moment of agreement with the offer and the subsequent payment (or advanced payment) of the agreed amount.

Unless expressly agreed otherwise in a written form by us, no derogations to the present terms and conditions will be accepted. All clauses which were not subject to derogation will remain fully in force.

Please read these terms carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these terms and conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

You can review the most current version of the terms at any time on the website. We reserve the right to update, change or replace any part of these terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

For what concerns the use of the online store terms, you confirm by agreeing to these terms that you are at least 18 years old, or that you are 18 years old and you have given us your consent to allow any of your minor dependents to use the MELANIE VAN DOOREN website.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the terms will result in an immediate termination of the services.

## Article 2. Modifications of the services and prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the service.

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our return policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor’s display of any color will be accurate.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue the sale of any product at any time. Any offer for any product or service made on this website is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your personal expectations, or that any errors in the service will be corrected.

## Article 3. Production time

- The production time for all items from the tailored collection – online only - is stated underneath the product info. In case of delay, the customer will get notified. In case of delay of more than 3 weeks, the customer has the right to cancel the order and demand refunds.
- All other items in stock are available for immediate purchase. In case of optional adjustments (ring size, engraving) your item will be delivered within 14 working days.

## Article 4. Shipping

- MELANIE VAN DOOREN only ships within Belgium at the rate of 7.5 euros for every item with a value of under 500 euros. All items above 500 euros can be shipped at your own responsibility. In case both parties agree on a shipment for an item above 500 euros, MELANIE VAN DOOREN will ship your order securely. The shipment rate will be calculated in proportion to the material value of your purchased item. The calculation will be done by the operating shipping company.
- MELANIE VAN DOOREN provides the customer with a tracking code. As from then MELANIE VAN DOOREN cannot be held responsible in any way for any losses or damages done by the shipping company or any other third-party during shipping of the purchased product or otherwise. Should the customer find himself in this situation, please get in contact.
- Shipping customized jewelry is a choice made at the own risk of the client. We will always advise you to pick up your order at the atelier of MELANIE VAN DOOREN: Osselveldstraat 4, 1785 Brussegem (Ossel).

## Article 5. Tailoring

- In case of tailor-made jewelry (wedding rings and projects above 5.000 euros), the first appointment will always be free of charge. However, follow-up appointments (60 euros) and 3d renders (80 euros) will be charged in case the customer decides not to purchase the jewel that has been designed or talked over after the first appointment.
- Follow-up appointments are free of charge up to a maximum of two (fitting included) In case the customer has purchased the custom-made item.
- 3d designs are free of charge up to a maximum of two adaptations in case the customer purchases the custom designed item. All extra adaptations will be charged (40 euros/adaptation).
- The customer only receives a 3d render in case the prototypes in the atelier do not represent the ultimate result and in case MELANIE VAN DOOREN has stated during the appointment that a 3d render will be provided
- When agreed upon a design and its associated price offer, the customer places his order by the act of paying 30% of the total price offer. The remaining 70% must be paid during pick-up or before shipping.

#### Article 6. Reserve of title clause

Notwithstanding the delivery, the transfer of property of the purchased product will only occur after payment of the purchase price, included all due costs, charges, taxes and interests.

#### Article 7. Returning policy

- Tailor-made items cannot be returned, nor can items with optional adjustments (e.g., personal engraving or (ring) size).
- All other items can be interchanged, never returned, within 14 working days as of their delivery. In case any damage was caused to the item by the client or otherwise, the item cannot be interchanged.
- If a purchased item wasn't correctly delivered - either broken upon delivery, not the right item or the wrong size - the customer can return the item at no cost for restoration. No additional costs will be charged.
- For most purchases at MELANIE VAN DOOREN there is a delay between payment and reception. Occasionally, it is possible to immediately purchase, pay and receive a jewel that is available in our showroom. Consequently, the return policy does not apply here, since the client was able to evaluate the jewel before payment, purchase and reception.
- To avoid abuse, the right to renounce/return the article is only applicable in case that the ordered and purchased article has been effectively delivered to and received by the client. In case that the client wishes to cancel an order prior to delivery, the return rule cannot be respected and thus this request is considered a breach of contract. MELANIE VAN DOOREN has the right to reject or accept the request. If MELANIE VAN DOOREN accepts the request, only possible if the product can be restocked without any further costs, 5% of the product price excl. Vat will be charged to the client to cover the extra administration cost resulting from the breach of contract.

#### Article 8. Product warranties and responsibilities; limitation of liability

- MELANIE VAN DOOREN applies - regarding the delivery of the product - the legal minimum warranty period of two years in case the goods are not conform with the order placed. This means that faults or defects (if it appears that this was a hidden defect or if the defect was already present before the delivery) to the product until two years after the delivery will be repaired free of charge if possible.
- However, MELANIE VAN DOOREN will not be held to warranty in following cases:
  - Inappropriate or unjustified use of the product.
  - Modification and repair of the product without consent of MELANIE VAN DOOREN.
  - If the - even partial - defects have been caused intentionally, or by serious negligence, improper care, or lack of maintenance.
  - In the event of the loss of one gem (diamond or other) or more gems, unless expert in-house analysis demonstrates that the loss was as a result of a manufacturing error.
  - If the original invoice and certificates cannot be supplied, have been altered or became unreadable.

In the above-mentioned cases, restoring costs will be charged to the client and MELANIE VAN DOOREN cannot be held liable/responsible in any way.

- The client is held to guarantee MELANIE VAN DOOREN against all claims of thirds against MELANIE VAN DOOREN and which find their origin in the implementation of the terms (the contract) between the client and MELANIE VAN DOOREN (I.E. Indirect damages), provided that the law does not oppose these damages and costs being charged to the client.
- Please note that if any other jeweler undertakes work on one of our pieces, including resizing or repairs, this warranty will be voided.
- We strongly recommend returning to us for repairs and resizes. We do not take any responsibility for repairs or resizes undertaken by other jewellers.
- 1 (ring) size adjustment will be free of charge within 6 months after the purchase.
- Please take the right care of your jewelry. Customers may find tips and tricks on [www.melanievandooren.com/takecare](http://www.melanievandooren.com/takecare)
- Stone settings need to be checked every year (by MELANIE VAN DOOREN). Only under this condition, lost stones might be replaced. In case severe damage to the stone setting is done, the lost stone will be replaced at cost of the client.
- Customers are responsible for return shipping costs and liable for any damage, loss or theft incurred during transportation or repair.
- MELANIE VAN DOOREN will never be liable for damages caused by a supplied service or product – whatever the reason - for an amount which exceeds the amount of the invoice paid by the client for this service or product.
- We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.
- We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- In no case shall MELANIE VAN DOOREN, its, employees, affiliates, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

#### Article 9. Indemnification

You agree to indemnify, defend, and hold MELANIE VAN DOOREN and its affiliates, partners, contractors, licensors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these terms or your violation of any law or the rights of a third-party.

#### Article 10. Severability

If any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### Article 11. Payment conditions

- Online purchases are paid via the online web shop.
- Items bought at the atelier, will be paid immediately via wireless transaction. In case both parties agree on a transfer via invoice, an invoice will be sent digitally to the client. The payment must be completed within 7 days as of the transfer of the invoice by MELANIE VAN DOOREN to the client.
- The invoice will state all the info you need to fulfill your payment:

Melanie Van Dooren

IBAN:BE73 0017 9336 1460

banc: BNP PARISBAS FORTIS

BIC: GEBABEBB

**With the act of paying, you place your order and you agree on the general terms and conditions below.**

**No item will be shipped or picked up before the payment is received.**

#### Article 12. Intellectual property

- The client expressly acknowledges that intellectual rights concerning the name, all transmitted information, all pictures, all communications, or other expressions concerning the product(s) and/or on the website are and remain exclusive property of MELANIE VAN DOOREN, her suppliers or other holders of rights.
- By intellectual property rights is meant patents, brand rights, copyright, design and models and other intellectual property rights as technical and/or commercial know-how, methods, and concepts, ... (non-exhaustive).
- Products sold under the MELANIE VAN DOOREN brand are protected by national and international laws (I.E. The intellectual property laws) and remain exclusive property of MELANIE VAN DOOREN.
- It is forbidden to use the commercial names and brands 'MELANIE VAN DOOREN' and to use, copy, reproduce, modify, disclose, distribute, supply, retail jewelry under the MELANIE VAN DOOREN brand or to transfer any rights to third parties.

The client declares that the products are bought for personal purposes and not for commercial purposes.

- Nothing in the general terms and conditions nor any act of copying and/or downloading information can be considered as a partial or complete transfer of the intellectual property of MELANIE VAN DOOREN to a third party or to the client. The client will not infringe the intellectual property rights of MELANIE VAN DOOREN. The client is allowed to copy or to download his own data or the information, which is his exclusive property, provided that he will not alter any copyright or restriction of liability clause or any other provision.
- The client will indemnify MELANIE VAN DOOREN and hold her harmless against any claim or legal action of third parties for damages caused by infringements on this provision.

#### Article 13. Personal data

MELANIE VAN DOOREN will treat personal data received from clients according to the legal provisions concerning respect of privacy, as mentioned in her privacy policy.

#### Article 14. User comments, feedback, and other submissions

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise ('comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### Article 15. Governing law and jurisdiction

All issues, questions and disputes concerning the validity, the interpretation the enforcement or termination of the contract between the parties shall only be governed and construed by Belgian law.

When parties were unable to resolve the conflict in an amicable way, only the courts of the judicial district of Brussels are authorized. These courts will have exclusive jurisdictions for all issues conflicts and disputes concerning the validity, the interpretation, the enforcement, or termination of the contract between the parties, ... the language used for legal disputes will be Dutch.

#### Article 16. Miscellaneous provisions

Fields of Gold BV is a company registered in Belgium and regulated by Belgian law. The main address of the company is Osselveldstraat 4, 1785 Brussegem (Ossel). The company's vat number is 0742.851.239

For any questions, claims and observations concerning the services, the orders, the management, the privacy issues, or the general conditions of MELANIE VAN DOOREN, please contact:

- E-mail: [Hi@melanievandooren.com](mailto:Hi@melanievandooren.com)
- Address : MELANIE VAN DOOREN, Osselveldstraat 4, 1785 Brussegem (Ossel)

We hereby furthermore inform you that:

- Gold plating is a method of depositing a thin layer of gold onto the surface of another metal, most often silver, by chemical or electrochemical plating. Depending on the usage, this thin layer slowly fades. The customer is aware of this process by agreeing on these general terms and conditions. We cannot be held responsible for this process. However, it is possible to add an extra layer at any time. Costs will be charged.
- Sterling silver is a metal that tends to oxidize. The take care page helps the customer to prevent this process in the best possible way. However, we cannot be held responsible for this process.
- Customers can bring in their jewelry for cleaning and polishing. Costs will be charged.