

Whale & Sons. Ltd (trading as Stacey Whale)

General Terms and Conditions

1. Introduction

These General Terms and Conditions ("Terms") govern the sale of goods and services by Whale & Sons. Ltd ("the Company") to you, the customer ("the Customer"). By placing an order with the Company, you agree to be bound by these Terms, which set out the key policies and procedures related to the sale, purchase, payment, and delivery of our products and services. These Terms also cover matters such as pricing, deposits, cancellations, returns, and other conditions relevant to your transaction.

2. Change of Mind Policy

Our Change of Mind Policy does not apply to:

- Earrings
- Resized rings (whether resized as part of the purchase or after purchase)
- Engraved items
- Special, bespoke, custom, or made-to-order items

If you change your mind about any eligible purchase, we will gladly refund the purchase price, provided that:

- You return the goods within 30 days of purchase (or delivery in the case of online orders).
- The goods are in "As New Condition" and accompanied by:
 - Proof of purchase
 - Original packaging
 - All relevant paperwork (such as diamond certificates).

"As New Condition" means that the item must not have been worn and must be in pristine condition, with no damage, scratches, or signs of wear. Determination of an item's condition is at the sole discretion of Whale & Sons. Ltd.

The customer is responsible for the shipping costs (including customs and duties, if applicable) to return the items to Whale & Sons. Ltd.

This Change of Mind Policy is in addition to, and in no way limits, your legal entitlements and existing rights under New Zealand consumer law.

Should you wish to contact us with any queries regarding our Change of Mind Policy or to arrange a return of an eligible item, you can reach us at:

- Whale & Sons. Ltd
- 1381 Moutere Highway, Upper Moutere, Tasman 7173, New Zealand
- Telephone: 027 975 9204
- Email: stacey@staceywhale.com

3. Bespoke, Custom, and Made-to-Order, Purchases and Orders (In-Store, Online, and Email)

The Change of Mind Policy does not apply to earrings, resized rings (whether resized as part of the purchase or after purchase), engraved products, or special, bespoke, custom, or made-to-order items.

For all bespoke, custom and made-to-order purchases, where components are specifically ordered and a design is produced for the Customer (including a specific size, metal type, design modification, new design or other custom features), the following conditions apply:

1. **Quoted Price and Deposit:** The quoted price provided is valid for 7 days from the date indicated at the top of this document. The Customer must remit the deposit within this timeframe, as the quotation is only applicable for this period. A 100% non-refundable deposit, or a lesser amount agreed upon in writing, is required before any work commences. No components will be ordered, and no design work or production will begin until the deposit is received.
2. **Estimated Price and Deposit:** The estimated price provided is valid for 7 days from the date indicated at the top of this document. The Customer must remit a 50% non-refundable deposit, or a lesser amount agreed upon in writing, within this period. No work, including ordering of components, design work, or production, will commence until the deposit is received. Once the design is finalised, gemstones are selected, metal weight is determined, and all costs are confirmed, the remaining balance will be calculated.
3. **Cancellation:** In the event of cancellation, Whale & Sons. Ltd reserves the right to retain the non-refundable deposit and dispose of the product as it sees fit, with no claim by the Customer.
4. **Final Payment:** The remaining balance is due within 14 days of order completion. Failure to pay within this timeframe will result in the cancellation of the order, and Whale & Sons Ltd. will retain the deposit. Ownership of the item remains with Whale & Sons Ltd. until full payment is received.
5. **Sizing Information:** Accurate sizing information is essential for jewellery orders. Resizing may not be possible for certain designs, especially those with set gemstones. A fee of NZD \$90.00 plus GST per hour, or as agreed in writing, will apply for resizing services.

6. **Customers' Gemstones:** Whale & Sons. Ltd exercises utmost care and professionalism during stone removal and setting procedures. However, we accept no liability for damage (including chipping, scratching, breaking, or cracking) to client-provided stones during the removal and setting process.
7. **Completion Time:** Completion of bespoke, custom, or made-to-order items typically takes 6 to 12 weeks, but may vary depending on the complexity of the design and other factors. While we will make every effort to adhere to this timeframe or any established deadline, unforeseen circumstances may arise. In case of delays, the Customer will be notified.
8. **Bespoke and Custom Orders:** One or more prototypes may be produced before final production to ensure a full understanding of the design. Any modifications to the initial prototype, subsequent prototypes, or the final design will incur additional charges, billed at an hourly rate of NZD \$90.00 plus GST, along with any additional costs.
9. **Returns and Refunds:** Made-to-order, bespoke, or custom orders are non-refundable, non-exchangeable and non-returnable.

4. Warranty and Repair Warranty

Whale & Sons. Ltd offers a 12-month limited jewellery warranty from the date of purchase, covering manufacturing defects only. This warranty does not extend to fair wear and tear, accidental damage, or mistreatment. Improper handling - such as wearing delicate pieces in conditions that could cause damage or stress - will also void the warranty.

Warranty Conditions:

The warranty becomes void if jewellery care instructions are not adhered to or if the item is tampered with by anyone other than Whale & Sons. Ltd. Damage resulting from improper handling, fair wear and tear, or accidental damage is not covered under this warranty.

Repair and Assessment: Should your jewellery exhibit a manufacturing defect within the 12-month warranty period, we will repair it at no cost. However, damages resulting from fair wear and tear, accidental damage, or tampering are excluded from free repairs.

Limitations on Repairs: Please note that the number of free repairs covered under this warranty is limited to one repair within the 12-month warranty period. After reaching this limit, any further repairs will incur charges based on the extent of the work required.

Repairs Beyond Warranty Period: For repairs needed beyond the 12-month warranty period, or if the damage is not covered, we offer repair services at a fee determined by the extent of work required. All repairs come with a 12-month warranty on workmanship, effective from the date the goods are returned. If the workmanship is deemed unacceptable by our team, we will re-perform the repair at no additional cost.

Exclusions: This warranty does not cover damage caused by fair wear and tear, mistreatment, or tampering. Additionally, our Change of Mind policy does not apply to repair services.

5. Care Instructions

To ensure the longevity of your jewellery and to avoid voiding your warranty, it is essential to follow these care guidelines:

- Remove jewellery before engaging in activities such as showering, washing dishes, cleaning, gardening, heavy labour, sports, or swimming. Exposure to chemicals and physical impact can weaken the metal and stress the joints.
- Follow the principle of “Last on – First off” to avoid discoloration caused by makeup, perfume, hairspray, moisturisers, and other cosmetics.
- We strongly advise against submerging or cleaning your jewellery with any form of commercial jewellery cleaner. Instead, follow this recommended cleaning regimen:
 1. Place your jewellery in hot water with a small amount of mild dishwashing liquid, gently agitating the water, and allowing it to soak (excluding jewellery from the Illusion Collection).
 2. Use a small, soft artist’s paintbrush to gently clean the surface, paying attention to any crevices, holes, and gemstones. Repeat as necessary.
 3. Rinse thoroughly in hot water and pat dry with a new, clean, soft cloth.
 4. Gently polish with an appropriate jewellery polishing cloth to restore shine.

6. Delivery Service

All jewellery shipments within New Zealand are conducted through NZ Post Couriers, requiring a signature upon delivery. A flat-rate postage and handling fee of NZD \$15.00 is separate from the jewellery quote or estimate. For jewellery of substantial value, alternative freight or postage services may be necessary. In such cases, a customised quotation will be provided.

7. Copyright

All designs, processes, finished jewellery, and prototypes - whether bespoke, custom-made, made-to-order, or existing, are the exclusive intellectual property of Whale & Sons Ltd. Reproduction of these works, in whole or in part, is strictly prohibited. Stacey Whale retains full ownership of all associated intellectual property and copyright rights.

8. Dispute Resolution

Should a dispute arise, the parties agree to attempt informal resolution within 14 days. If unresolved, mediation will be sought in Nelson, New Zealand, with costs shared equally. If necessary, the matter will be submitted to the Disputes Tribunal in accordance with the Disputes Tribunal Act 1988.

1. **Notification of Dispute:** Should a dispute arise or any other aspect of the process, including but not limited to jewellery production, designing, design processes, or the finished piece, the

parties shall first attempt to resolve it amicably through informal discussions within fourteen (14) days. The party raising the dispute must provide written notice to the other party, outlining the nature of the dispute and the desired resolution.

2. **Mediation:** If the dispute remains unresolved, both parties agree to attempt mediation through a mutually agreed-upon mediator. Mediation shall take place in Nelson, New Zealand, and the costs of mediation shall be shared equally between the parties.
3. **Disputes Tribunal:** If informal discussions and mediation fail, the parties agree to submit the matter to the Disputes Tribunal in accordance with the Disputes Tribunal Act 1988. Both parties agree to comply with the Tribunal's procedures and rulings.

Costs Incurred: If Whale & Sons. Ltd prevails, whether resolved through the Disputes Tribunal or another legal body, the other party shall be responsible for all costs incurred by Whale & Sons Ltd in the dispute resolution process. This includes, but is not limited to, mediation fees (if mediation is attempted), legal fees (where applicable), administrative expenses (such as paperwork or filing fees), and any other related costs. All such costs shall be payable upon demand.

9. Jurisdiction

These Terms and any disputes arising out of or in connection with them shall be governed by the laws of New Zealand.

10. Amendments

Whale & Sons Ltd. reserves the right to amend these Terms at any time, without notice.

11. Acceptance of Terms

By placing an order with Whale & Sons Ltd. (trading as Stacey Whale), the Customer is automatically bound by these Terms and Conditions, which apply to all purchases, sales, and orders made in-store, online, or via email. The term "order" includes any purchase or request for services. These Terms and Conditions govern the transaction and constitute the terms of trade between the parties.

Contact Information

For any questions or concerns regarding these Terms, please contact us at:

Whale & Sons. Ltd
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1381 Moutere Highway, Upper Moutere, Tasman 7173, New Zealand
Ph: 027 975 9204 (+64 27 9759204)
Email: stacey@staceywhale.com