

JEWELRY SALE AGREEMENT

1. GENERAL PROVISIONS

1.1. These business conditions govern the rights and obligations of the Parties resulting from the conclusion of a distance contract between Seller and Buyer, the object of which is the sale and purchase of Jewelry.

1.2. The purpose of these business conditions is to define the rights and obligations of the Parties resulting from the Jewelry Sale Agreement and to provide information in accordance with Directive 2011/83 / EU on consumer rights.

1.3. These business conditions are drawn up in accordance with:

Directive 2000/31 / EC on electronic commerce, transposed by Law 365/2002 on electronic commerce and Directive 2011/83 / EU.

1.4. These business conditions are displayed on the website www.profixone.com and can thus be archived and reproduced by the Buyers.

1.5. By electronic signing of this Jewelry Sale Agreement, the Buyer confirms that he has understood the terms of business as well as their entire content and definitively and irrevocably agrees to be a Party to the binding relationship with the Seller, expressly assuming and fully any and all obligations laid down in its task, as will be described below.

2. THE CONTRACTING PARTIES

2.1. This Jewelry Sale Agreement is concluded between:

The limited liability company **Valmand Bijuterii Diamante Platina**, established in Bucuresti, Strada George Missail, nr. 83, Sector 1, registration number RO 27486280, legally represented by **Toma Ionel Ciprian**, as Administrator, as Seller, hereinafter referred to as ("**Seller**"), ("**Company**") or ("**We**") and

Client, a natural or legal person who purchases the Jewelry, either as a Consumer or as a legal entity, as a Buyer, hereinafter referred to as ("**Buyer**"), ("**Client**") or ("**You**")

2.2. Hereinafter, the Seller and the Client will be individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

3. PREAMBLE

This Jewelry Sale Agreement describes the business conditions applicable to the Sale of Jewelry by the Seller to the Client, taking into account:

3.1. The partnership concluded between ProfiXone and **Valmand Bijuterii Diamante Platina**, with the aim of providing an Integrated Service for the benefit of Clients, designed, conceived and developed in order to increase and strengthen their trust in the services and products purchased from ProfiXone or to provide them with additional insurance on the proper fulfillment of the obligations assumed by ProfiXone.

3.2. Conclusion between the Client and ProfiXone of the Client Agreement (Client Agreement), based on which the Client has exercised his option to consolidate an integrated legal relationship with ProfiXone, having as object the Integrated Service designed under the ProfiXone Partnership and **Valmand Bijuterii Diamante Platina**.

3.3. The exercise by the Client of the option regarding the purchase of a Jewelry from the Seller, as a means of guaranteeing the fulfillment by ProfiXone of the contractual obligations assumed by the Client Agreement.

4. DEFINITIONS AND INTERPRETATION OF THE AGREEMENT

4.1. Definitions

In this Agreement the following terms will be interpreted as follows:

Authority - means any authority, institution, body, agency, commission, department, court, arbitral tribunal, ministry or any other similar entity organized at the international, central (national), regional or local level and exercising legislative or executive powers or functions, administrative or judicial.

Authorization - means any authorization, approval, opinion, certificate, confirmation, etc. necessary in order for the Seller to legally carry out the Sale operations regulated under this Agreement.

Authorization for operations with precious metals and gems - represents the Authorization no. 0010159 from the date of 30.10.2017 issued for an indefinite period by the Romanian National Authority for Consumer Protection, through which the Seller is authorized to carry out operations with precious metals, their alloys and precious stones, as a permanent professional activity.

Jewelry - is an object of adornment of precious metals and their alloys that may or may not contain precious stones. By way of example, we indicate, but not limited to, rings, bracelets, necklaces, earrings, chains, pendants or the like.

Catalog - designates the catalog in which are presented, through images, description of specifications, Price and features, Jewelry that the Client can purchase from the Seller.

Certificate of quality and conformity (Warranty) - represents the certificate by which the Seller guarantees to the Client that the purchased Jewelry meets the parameters and quality requirements in accordance with the applicable legal norms.

Client Agreement - designates the Contract concluded by electronic means of distance communication between ProfiXOne and the Client, as it can be found on the website www.profixone.com.

Jewelry Sale Agreement - designates this Agreement concluded by electronic means of distance communication between Seller and Client.

Conclusion of the Contract - represents the date on which the Client electronically signed this Agreement, thus definitively and irrevocably accepting the business conditions regulated in it.

Trademark - is the trademark established and registered with the Competent Authority, which is applied to precious metal objects by economic operators who place jewelry on the market and through which they assume responsibility for any hidden defects of the precious metal object.

Precious metals - designates gold, silver, platinum and palladium, as well as their alloys, in any form.

Operations with metals and precious stones - designates the acts of trade and the acts of trade with precious metals and precious stones, which have as object, among others, the production of precious metals; processing of precious metals and precious stones; sale of precious metals and precious stones; transportation of precious metals and precious stones, provision of services relating to precious metals and precious stones.

Personalization - is the operation of personalizing the Jewelry performed by the Manufacturer, through badges, various messages, names or other representations, engravings, combinations of precious metals and their alloys and the like.

Precious stones - designate natural diamonds, natural rubies, natural sapphires, natural emeralds and natural or cultured pearls.

Integrated Service - represents the service that **Valmand Bijuterii Diamante Platina** in partnership with ProfiXOne have thought and developed in order to strengthen Client's trust in ProfiXOne services and products, consisting of the provision of services and access to specific trading products provided to the Client by ProfiXOne and the Sale of Jewelry by the Seller to the Client, as a means of ensuring the fulfillment by ProfiXOne of the contractual obligations assumed in the Client Agreement.

Seller and Client - designate the Contracting Parties, as they are named in this Agreement.

Business Day - means a day on which banks are open for working with the public (except Saturdays and Sundays and public holidays).

4.2. Interpretation of the Contract

Unless the context otherwise indicates, this Agreement shall be construed as follows:

4.2.1. The names of the sections are inserted to improve the structure and will not affect the interpretations stipulated in the Agreement;

4.2.2. The singular includes the plural and vice versa;

4.2.3. Clauses susceptible of several meanings will be interpreted by the means that best serve the nature and object of the Agreement;

4.2.4. Clauses intended to exemplify or eliminate any doubt as to their fulfillment by stipulating a particular case shall not limit the applicability of other cases not expressly provided for;

4.2.5. The terms used in capital letters will be interpreted according to the definitions in the "**DEFINITIONS**" section.

4.2.6. In the event that any clause of this Agreement is inapplicable or void, it will be supplemented by the legal provisions in force;

4.2.7. The clauses will be interpreted in such a way as to produce effects, not to attract their nullity or expiration.

5. OBJECT OF THE CONTRACT

5.1. The object of this Agreement is the transmission by the Seller in the patrimony of the Buyer, of the property right over the Jewelry, correlative to the payment, in advance by the Buyer, of the Purchase Price of the Jewelry.

5.2. The Parties expressly agree that the transfer of ownership and risk over the Jewelry to the Client's patrimony will operate, automatically, without the need to complete an additional formality, on the date on which the Seller sends the Client the e-mail of confirmation of his Order according to **art. 6.4** of the Agreement.

6. JEWELRY SELECTION

6.1. The Client will be able to select, within the limit of the Jewelry Purchase Price, any of the Jewelry found in the Seller's Jewelry Catalog. To view the Seller's Jewelry Catalog, the Client will access the following link: www.valmand.ro.

6.2. The Client will be able to select from the Seller's Jewelry Catalog, at his free choice, one or more available Jewelry, within the Purchase Price established in accordance with the provisions contained in this Agreement.

6.3. The Client will send the Order to the Seller, filling in the standard Order form found on the website: www.profixone.com.

6.4. The Seller will confirm the Client's Order, by e-mail, to the address indicated by the Client in the Order Form.

7. EXERCISE OF THE CLIENT'S OPTION

7.1. When purchasing the Jewelry, the Client is granted a right of choice between the delivery of the Jewelry to the delivery address indicated by him in the Order form or the storage of the Jewelry in the Warehouse to one of the contractual partners with which the Seller collaborates for this purpose.

7.2. The Client will opt for one of the two options by checking the box corresponding to the chosen option.

- ☐ Delivery of the jewelry to the address indicated by the Client in the Order form.

7.2.1. In cases where the Client chooses to deliver the Jewelry to the address, the terms and conditions described in **Chapters 8 and 9** of this Agreement are applicable.

- ☐ Keeping the Jewelry in Warehouse at one of the contractual partners with which the Seller collaborates for this purpose.

7.2.2. In cases where the Client chooses to keep the Jewelry in Storage by the Company, the terms and conditions described in **Chapter 10** of this Agreement are applicable.

8. DELIVERY CONDITIONS

8.1. Jewelry is delivered throughout the national and international territory.

8.2. The purchased jewelry is delivered through the DHL EXPRESS service provided by the Seller.

8.3. The cost of delivery is paid separately from the Purchase Price of the Jewelry, exclusively and in full by the Client, as follows:

a. For Orders with value over USD 10,000, delivery is FREE.

b. For Orders with a value less than USD 10,000 and delivery in Romania, the Client is charged a delivery fee of USD 5 + 1% for transport insurance costs.

c. For Orders with a value less than USD 10,000 and delivery in the European Union, the Client is charged a delivery fee of USD 60 + 1% for transport insurance costs.

d. For Orders with a value less than USD 10,000 and delivery in other countries, the Client is charged a delivery fee of USD 80 + 1% for transport insurance costs.

8.4. Each Jewellery delivered will have all the characteristic elements in accordance with those of the model presented in the Catalog and will be originally labeled, packaged and sealed.

8.5. If the Order cannot be delivered within the specified period, regardless of the cause of the delay, the Parties will agree on an additional delivery period, without the Seller being able to be held liable by the Client for any damages that the latter has suffered as a result of exceeding the delivery deadlines provided above.

9. RECEIPT OF THE PACKAGE

9.1. The Client undertakes to pick up the Package at the place specified in the Order, personally, or to ensure the taking over of the Package by a person authorized for this purpose.

9.2. When picking up the Package, the Client or the person authorized by him, has the obligation to sign all the transport documents attesting the delivery or taking over of the Package.

9.3. The Client will indemnify the Seller for any damages or damages caused to the Seller as a result of the failure to properly and timely fulfill the obligation to take over the Package.

9.4. At the receipt of the package, the Client or any of the persons authorized to pick up the package, must verify its integrity.

9.5. Any mention of any problems regarding the integrity of the packages (unsealed package, deformed package, broken package, wet or damp package, etc.) shall be made in writing on the AWB, in the presence of the courier company agent, or will make a record of the finding that will be concluded with this agent. Only in such cases the Client is entitled to refuse to receive the package. Any subsequent complainants on such matters will no longer be considered.

10. DEPOSIT

10.1. At the option of the Client, he may decide on the storage of the Jewelry in the Warehouse to one of the contractual partners with whom the Seller collaborates for this purpose.

10.2. Keeping the Jewelry in the Warehouse is done for a period of 1 (one) year, a period that corresponds to the mandatory minimum contractual duration for which ProfiXone and the Client have decided to conclude the Client Agreement.

10.3. The provisions of **art. 10.2.**, does not limit, nor does it remove the right of the Client, that at any time during the period of 1 (one) year, he may request the Seller to deliver the Jewelry to the delivery address indicated for this purpose. In such case, the terms and conditions described in **Chapters 8 and 9** of this Agreement shall apply.

10.4. In relation to the Jewelry entrusted to the Warehouse, the Seller assumes the responsibility towards the Client for the observance and proper fulfillment of the obligations described below by any of the partners with whom the Seller collaborates for this purpose. Thus, the Seller will compensate the Client for any damages or losses suffered as a result of the non-compliance by the contractual partners with which the Seller collaborates, of any of the obligations below.

10.5. The Seller hereby assures the Client that any and all of the contractual partners with whom it collaborates for the purpose of Jewelry Storage will comply with the following obligations:

- a.** to keep the Jewel received in the warehouse and to take care of it, with the same diligence with which he takes care of the goods his property;
- b.** to ensure the integrity of the Jewelry and to take measures to prevent its deterioration, degradation and / or loss;
- c.** not to use the Jewelry in personal interest;
- d.** not to alienate the Jewelry purchased by the Client;
- e.** to hand over, at the end of the Warehouse, the Client's Jewel.

10.6. Upon termination of the Deposit, to the extent that the Client does not express the option to extend the duration of the Deposit, the Seller will proceed to the Delivery of the Jewelry to the delivery address indicated by the Client for this purpose. In such case, the terms and conditions described in **Chapters 8 and 9** of this Agreement shall apply.

10.7. The costs of the deposit made under this Agreement are borne by the Client.

11. CONFORMITY AND WARRANTY

11.1. Each Jewel will be accompanied by a Warranty Certificate.

11.2. The warranty does not include damage caused to the Jewel due to non-compliance with the indications mentioned in the Warranty Certificate accompanying the product on delivery, accidents, negligence, improper use or other factors not related to defects in material or workmanship .

11.3. Repairs for products covered by the warranty shall be carried out free of charge within 15 days if it is confirmed that a defect in the workmanship was the cause of such damage.

12.THE RETURN OF JEWELERY

12.1.The return of the Jewelry in exchange for its equivalent value

12.1.1.The Client has the right to withdraw from this Agreement within 30 days, without penalty and without invoking any reason.

12.1.2.The term of 30 days provided for the exercise of this right begins to run from the date of receipt of the Package by the Client, or, as the case may be, by the person authorized by him.

12.1.3.The Client will express his intention to withdraw from the Agreement by sending a notification to this effect to the Seller, at the following e-mail address: valmand@valmand.ro.

12.1.4.Return, by way of withdrawal from the Agreement is possible only if the Jewelry originally purchased has the same qualities of conformity that it had at the time of delivery. Thus, the Client has the obligation to comply with the Mandatory Technical Conditions mentioned below, which will be verified by the jewelry experts of the Seller upon receipt of the return:

a.The Jewelry must not be damaged due to the impermissible handling actions mentioned in the warranty certificate, other than those necessary to establish the nature, characteristics and functionality of the Jewelry by the Client;

b.Jewelry must be unused, free from bumps, physical changes, scratches, deformations and the like.

12.1.5.The seller reserves the right to refuse the return in any of the following situations:

a.Following the performance of the expertise, the Seller's jewelry experts find the non-compliance with any of the Mandatory Technical Conditions mentioned in **art. 12.1.4** of the Agreement.

b.Upon receipt of the Package returned by the Seller, it is found that the Jewelry is not accompanied by any of the following mandatory documents: the receipt or fiscal invoice and / or the Guarantee Certificate.

12.1.6.The return costs of the Jewelry will be borne by the Client.

12.1.7.The Client is responsible for diminishing the value of the Jewelry resulting from its handling, different from what is necessary to determine its nature, characteristics and functionality.

12.1.8.The Client is responsible for the damage or loss of the Jewelry, including that caused by its improper packaging, during the transport of the Jewelry from the Client to the Seller.

12.1.9.Reimbursement of the Purchase Price will be made within 30 days, by bank transfer to ProfiXOne's account.

12.1.10.The withdrawal of the Client from the Agreement does not affect as it does not produce any consequence regarding the legal relationship between the Client and ProfiXOne deriving from the Client Agreement. Each legal report will be treated individually and viewed separately.

12.1.11.The Client expressly agrees and accepts that his withdrawal from the Jewelry Sale Agreement does not determine a change in the contractual terms and conditions of the Client Agreement concluded with ProfiXOne.

12.1.12.The provisions of this chapter apply exclusively to natural persons, who have the quality of Clients.

12.2.Return of Jewelry in exchange for the purchase of a new Jewelry

12.2.1.The Client has the right to return the purchased Jewel in exchange for the purchase of another Jewel from the Catalog, provided that the Purchase Price of the new Jewel is not lower than the Purchase Price of the first Jewel, neither higher than the Purchase Price.

12.2.2.The term of 30 days provided for the exercise of this right begins to run from the date of receipt of the Package by the Client, or, as the case may be, by the person authorized by him.

12.2.3.The Client will express his intention to return the Jewel and to purchase a new Jewel in exchange for the first, by sending a notification to this effect to the Seller, to the following e-mail address: valmand@valmand.ro.

12.2.4.The provisions of **art. 12.1.4 -12.1.8** applies by similarity if the Client wishes to return the Jewel in exchange for the purchase of another Jewel from the Catalog.

12.2.5.The provisions regarding the delivery of the Jewel and the reception of the Package, provided in **Chapters 8 and 9** of this Agreement, remain fully applicable also regarding the delivery of the new Jewel.

12.2.6.The Client benefits from the possibility to change the Jewelry only once.

12.2.7.The Client expressly agrees and accepts that the Return of Jewelry in exchange for the purchase of a new Jewelry does not determine a change in the contractual terms and conditions of the Client Agreement concluded with ProfiXOne.

12.2.8.The provisions of this chapter apply exclusively to natural persons, who have the quality of Clients.

13.CONTRACTUAL LIABILITY

13.1.The Parties acknowledge and declare that non-performance, default or late and culpable performance of any obligation under this Agreement may cause harm to the other Party and, accordingly, agree to indemnify the other Party for the damage caused to it, in accordance with the applicable legal provisions.

14.FORCE MAJEURE

14.1.Circumstances independent of the will of the Parties, occurring after the conclusion of the Agreement, unpredictable and unavoidable and which attract the absolute impossibility of total or partial execution of the contractual obligations, as provided by the legislation in force, are considered causes of force majeure.

14.2.The performance of the Agreement will be suspended during the period of force majeure without prejudice to the rights of the parties until its occurrence, subject to notification by the party invoking force majeure to the other party, the existence of force majeure, within of 5 calendar days from its appearance.

14.3.The force majeure exonerates from responsibility the Party that invokes it, during all the duration of its production.

14.4.The Party that is unable to perform the contractual obligations due to the occurrence of a force majeure event has the obligation to take the necessary measures in order to limit the consequences.

15.APPLICABLE LAW AND DISPUTE RESPONSIBILITY

15.1.This Agreement is governed by applicable law.

15.2.The Contracting Parties undertake to prevent the occurrence of any dispute and to settle any disputes which may arise amicably. Otherwise, any dispute arising out of / or in connection with this Agreement, including its validation, interpretation, performance or

termination, shall be settled by the competent court at the seat of the Party invoking the Claim (Claimant). The judgment of the case will be made on the basis of this Agreement and in case of necessity the applicable legal provisions will be used.

16.COMMUNICATIONS

16.1. Except in the situations where, according to the contractual provisions, the communications between the Parties may also take place verbally, the other communications and notifications made in consideration of this Agreement shall be transmitted in writing.

16.2. Any notification sent by one Party to the other Party, issued in connection with this Agreement, shall be deemed received by the Seller, if sent on the dates indicated in this Agreement by the Buyer, if sent on the dates indicated in the Order form. The notification may be sent by post with acknowledgment of receipt, by e-mail or by text message, unless a specific method of communication is provided.

16.3. Each Party shall notify the other Party of the change of its address, otherwise any communication shall be validly made if it has been transmitted to the data in this article. Changes to the data thus communicated shall take effect on the day following the date of notification.

17.OTHER CLAUSES

17.1. The Seller reserves the right to change these terms and conditions at any time, if this is required by a change in business policy or applicable law.

17.2. The Parties declare that this Agreement represents their consent, freely expressed, constituting their express and real agreement of wills.