

**General Terms and Conditions of SFD International AG Valid
from 4 April 2025**

These General Terms and Conditions are intended to help you and us to do business with each other in a secure and trusting manner. We work exclusively in accordance with the following General Terms and Conditions, which you accept when you purchase products or services from SFD International AG (hereinafter referred to as "SFDI").

1 Order

Orders are generally processed via your SFDI partner or directly via SFDI. If you do not know of any partners, please contact SFDI. A contract is concluded when SFDI sends the order confirmation or when the customer's payment for the deposit invoice is received.

2 Prices

All prices are inclusive of the applicable national value added tax, unless this is noted separately in writing. The prices published at the time of ordering apply. Errors and misprints excepted. After the publication of a new price list, all previous prices become invalid.

3 Right of withdrawal

SFDI customers have a 14-day right of withdrawal. No reason is required. You can exercise your right of withdrawal in writing by email or letter to SFDI. The cancellation must be received by SFDI in good time in order to meet the deadline. Once we have received the deposit, we will begin with the individual production of the diamond, after which no further cancellation or withdrawal is possible.

4 Use of customer data

All personal data is treated as confidential. We are 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 for the purpose of the ordinary execution of the contract.

5 Property rights

We reserve ownership rights and copyrights to all items, illustrations (brochures, internet, images, drawings, etc.) and samples supplied by us. Their use for production and imitation by third parties requires our written consent. This also applies to forms that are not protected by law.

6 Liability

Claims for damages of any kind are excluded, unless mandatory law precludes this provision. The SFDI accepts no responsibility for 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 additions).

7 Customised production

SFDI diamonds are custom-made for your customers. The parties agree that SFDI does not promise or guarantee the successful completion of the manufacturing process



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. SFDI undertakes to take all necessary steps to meet the requirements specified in the order. The buyer accepts that in the event of a refund by SFDI of the money paid by the buyer, all losses incurred by the buyer are fully covered and that SFDI is not liable for any damages to the buyer or any third parties directly or indirectly connected with this contract.

All SFDI diamonds grow from individual carbon sources. This means that parameters such as colour, clarity, proportions and weight are determined during the growth process and can only be influenced by SFDI to a limited extent. Deviations from the parameters defined in the order do not constitute a defect and do not entitle the buyer to make a complaint or cancel the order.

8 Delivery time

The delivery time specified is approximate and non-binding. We usually deliver within 4 to 8 months. However, due to manufacturing reasons, the delivery time may be extended. No claims for compensation can be made in the event of a delay.

G Further processing

Further processing of the delivered diamonds is at the risk of the customer. We would like to point out that diamonds can be damaged, e.g. by specific stresses or by striking objects.

10 Samples

The buyer guarantees that the source material (samples) provided for the manufacture of the diamond is legally owned by them and that it is not subject to any obligations towards third parties. The buyer 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 rights to these samples, the buyer is solely responsible and will settle all disputes at their own expense. The buyer agrees that the samples provided to SFDI will lose their original structure during the diamond creation process and cannot be returned to their original state. Unless otherwise agreed, all samples provided to us will be used in the diamond manufacturing process.

11 Miscellaneous

All previous, current, direct or indirect agreements, arrangements, discussions, etc. are invalid. Any changes to the terms and conditions or the contract are only valid in written form and signed by both parties. Our General Terms and Conditions apply exclusively. We hereby reject the customer's general terms and conditions. With the publication of an updated version of the General Terms and Conditions, older versions lose their validity. If individual provisions of the contract or the General Terms and Conditions are invalid, the remaining provisions shall remain valid. Swiss law applies to cross-border deliveries (place of jurisdiction: Chur). The UN Convention on Contracts for the International Sale of Goods is explicitly excluded.



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12 Provider identification

SFD International AG

Oberer Gubel 14

8645 Jona

Switzerland

Email: info@semperfides.diamonds