

Terms and Conditions YES Jewellery Shop

www.YESjewellery.com

The owner, seller and administrator of the Shop is:

YES Biżuteria S.A. based in Poznań, at:

ul. Świerzawska 1

60-321 Poznań

Contact:

Country	Shop	e-mail	Phone
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com	+ 42 0460003534
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com	+ 42 1233215823
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com	+ 48 616482864

NIP: 778-01-71-607

REGON: 630182051

registered in the National Court Register (KRS) under the number: 0000743417, District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, with a share capital of 4,579,480.00 PLN, fully paid, represented by the CEO – Tomasz Kwiatkiewicz, authorised to represent the company in accordance with the representation rules announced in the National Court Register.

The exclusive right to conduct the aforementioned activity in the Online Shop belongs to YES Biżuteria S.A., hereinafter referred to in these Terms and Conditions as the Seller.

The Customer has the right to negotiate with the Seller the contractual clauses concerning the Terms and Conditions of sale before placing the Order.

In the event that the Customer does not make use of the option to conclude a sales contract on the basis of individual negotiations, these rules and generally applicable legal provisions shall apply.

The rules set out in the Terms and Conditions, in particular the provisions related to the Consumer's rights connected with the concluded Contract (e.g., complaints or withdrawal from the Contract), shall apply to the Consumer unless the Applicable Consumer Law (as defined below) provides for rights, conditions, or solutions that are more favourable to the Consumer in relation to these Terms and Conditions.

I. Definitions

1. Whenever the following terms are used in subsequent parts of these Terms and Conditions, they should be interpreted as follows, unless the context in which they are used indicates otherwise:
 - a) PRICE – the amount dependent on the choice of currency expressed in Euro, including VAT, due to the seller for the transfer of ownership of the Goods to the Customer in accordance with the Sales Contract;
 - b) ELECTRONIC SERVICE - a service provided electronically by the Seller to the Customer via the Online Shop in accordance with the Terms and Conditions. To the extent that services are provided by entities cooperating with the Seller, the relevant provisions regarding the terms of use of such services are set out in the Terms and Conditions of service provided by such entities.
 - c) BASKET - a service available to any Customer who uses the YES Jewellery Online Shop to create Orders for one or more Products. The shopping basket collects offers created by the Customer for the purpose of concluding a Sales Contract, i.e. the Customer may send more than one offer for concluding a Contract within one Order;
 - d) CONTRACT/PURCHASE CONTRACT – A Sales Contract within the meaning of the Applicable Consumer Law concerning the sale of Goods by the Seller to the Customer for a Price, possibly increased by additional charges, including the

transportation Price, the terms of which are detailed in these conditions. The contract is concluded between the Seller and the Buyer through the YES Jewellery Online Shop.

- e) ORDER – the expression of the Customer's intention to conclude a remote Sales Contract using means of distance communication, specifying the Goods the Customer wishes to purchase, and including the Customer's details necessary for the possible conclusion and execution of the Sales Contract. The order of each Goods shall be treated as a separate offer by the Customer to conclude a Sales Contract;
- f) APPLICABLE CONSUMER LAW – mandatory civil law provisions and other regulations defining the rights and obligations of the Consumer that are applicable in the Consumer's country according to Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ EU L 177, 4.7.2008, p. 6, as amended) and which apply to the Contract concluded with the Seller;
- g) SELLER - YES Biżuteria S.A. with registered office in Poznań, address: ul. Świerzawska 1, 60-321 Poznań NIP: 778-01-71-607, REGON: 630182051, registered in the National Court Register under no: 0000743417;
- h) WORKING DAY - one day from Monday to Friday, excluding public holidays;
- i) YES SALON - stationary shop belonging to the YES network;
- j) CONSUMER - a natural person making a legal transaction with an entrepreneur which is not directly related to his/her commercial or professional activity;
- k) TECHNICAL REQUIREMENTS – the minimum technical requirements necessary to use the Online Shop including Electronic Services, and to conclude a Sales Contract via the Online Shop, i.e., a computer or other device connected to the Internet with a minimum bandwidth allowing smooth refresh of the Website, with a minimum screen resolution of 1280 x 720 pixels, equipped with at least one of the following web browsers: Chrome version 94 or higher, Internet

Explorer version 11 or higher, Firefox version 93 or higher, Edge version 94 or higher, Safari version 14 or higher, Opera version 80 or higher, supporting JavaScript and allowing the storage of cookies. In order to use the Online Shop, including the Electronic Services, it is necessary for the Customer to have a valid/active electronic mail address (e-mail) and a device enabling the correct completion of electronic forms. In order to conclude a Sales Contract, the Customer must have an active e-mail address and, in certain cases, a keyboard or other device enabling the proper completion of electronic forms;

- l) CUSTOMER/BUYER - (1) an individual; or his/her authorised representative; or (2) a legal entity. If the Customer is a natural person with limited legal capacity, they are obliged to obtain legally effective consent from their legal representative for the conclusion of the Sales Contract or service contract and to provide proof of such consent upon the Seller's request, provided that Sales Contract concluded through the YES Jewellery Online Shop are typically agreements related to minor matters of everyday life;
- m) GOOD / PRODUCT - a movable item available on the YES Jewellery Online Shop for the purpose of concluding a Sales Contract between the Buyer and the Seller, which becomes the subject of the Contract, for a specified Price;
- n) USER - any entity using the Online Shop;
- o) ENTERPRISE WITH CONSUMER'S PRIVILEGES - a natural person running a sole proprietorship, concluding a Contract directly related to his/her business activity, when it follows from the content of the Sales Contract that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, reported in the relevant register or records;
- p) SHOP - YES Jewellery online shop available at: www.YESjewellery.com;
- q) PARTY - a Party to the Contract is either the Buyer or the Seller; the term Party is understood to mean the Buyer and the Seller together;

- r) TERMS AND CONDITIONS - these Terms and Conditions together with their appendices, informing of the obligations and rights of the two Parties to the Contract.

II. Preliminary provisions

1. The Terms and Conditions shall apply in accordance with the provisions of civil law applicable in the Consumer's country. The Terms and Conditions define the mutual rights and obligations arising in connection with or on the basis of a Sales Contract concluded between the Seller and the Buyer via the Seller's Online Shop. The Online Shop is operated by the Seller on the website located at www.YESjewellery.com.
2. The Terms and Conditions are addressed both to Customers who are Consumers and to Entrepreneurs.
3. In order to conclude a Contract with the Seller, the Buyer may exercise the right to negotiate the terms of the Contract or to conclude a Contract with the Seller on the basis of these Terms and Conditions.
4. The content of the Contract shall be appropriately recorded on a durable medium and made available to the Buyer in accordance with the applicable regulations in order to ensure that the Buyer can refer to this Contract if necessary.

5. The object of the YES Jewellery Online Shop is the retail sale of ready-made jewellery and jewellery made to Order via the internet.
6. Mail-order sale take place within the European Union.
7. The Seller certifies the quality of the selected gemstones and "Namiko" pearls with a special YES certificate. In addition, diamonds weighing more than 0.5 ct per piece are certified by the independent gemological institute IGI or GIA. The cut of the YES Ideal Diamond is further certified by GemEX.
8. Acceptance of these Terms and Conditions is voluntary but it is necessary for the Customer to place an Order.
9. The provisions of the Terms and Conditions form an integral part of the Sales Contract. The Sales Contract and Terms and Conditions are drawn up in Czech.
10. The use of the Online Shop, in particular the use of Electronic Services and the conclusion of Sales Contract, is possible on condition that the terminal equipment and the ICT system used by the Customer meets the Technical Requirements.
11. The use of the Online Shop via a web browser, including placing Orders, may involve incurring Internet connection costs (data transfer fee) in accordance with the tariff package of the service provider used by the Customer.
12. The content of the Terms and Conditions may be amended or supplemented by the Seller. This provision shall not affect rights and obligations arising during the period of validity of the previous version of the Terms and Conditions. In the event of a change to these Terms and Conditions, the Seller shall publish the entire new wording of the Terms and Conditions on the YES Jewellery Online Shop website.
13. All Products offered on the YES Jewellery Online Shop are brand new, free from physical and legal defects, and have been legally marketed.
14. The Seller assures that all opinions regarding the Products offered in the Shop come exclusively from Customers who have purchased the Product in question. For this

purpose, the Shop restricts access to the rating and review form for a Product only to Customers who have purchased the Product.

15. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of the Buyer who is also a Consumer, to which he is entitled under mandatory provisions of law. In the event of any inconsistency between the provisions of these Terms and Conditions and the aforementioned provisions, these provisions shall prevail.
16. In the event of a dispute with the Seller, the Consumer has the possibility to settle the matter amicably in accordance with point IX of these Terms and Conditions. At the same time, the Seller informs that in all matters related to issues concerning the Order or Product, the Consumer can contact the Seller directly in electronic form at the Seller's email address:

Country	Shop	e-mail
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com

III. Registration

1. Registration in the YES Jewellery Online Shop is voluntary and free of charge.
2. To register on the Shop, the User should complete the registration form available on the Shop's website, providing their accurate information.
3. The User is required to provide the following data in order to successfully complete the registration process:
 - a) Name
 - b) Surname

- c) Email address
 - d) Password
 - e) Repeat the password
4. Optionally, when registering, you can agree to receive a newsletter about promotions and news in the YES Jewellery Online Shop to the email address you provide when registering.
 5. After the User has completed the registration form fields with the required information, a User account will be created.
 6. If the User's information required during the registration process changes, the User is requested to update it to ensure it reflects the current situation.
 7. If the User's data required during the registration process changes after the Order has been processed, the User is asked to update it and inform the Shop.
 8. Once the User has filled in the fields of the order form, the shipping method is specified.
 9. Depending on the amount of the order, shipping can be free or paid. Details of payment for shipping can be found in point 2 of Section VI Payment terms.

IV. Electronic services in the Online Shop

1. The Seller provides the following electronic services free of charge to Customers through the YES Jewellery Online Shop:
 - a) an interface for Customers to create Orders and conclude Sales Contracts under the conditions specified in these Terms and Conditions;
 - b) the possibility of creating and maintaining a Customer Account in the Online Shop
 - c) Basket.
2. Using the Shopping Basket is free of charge, is intended for one-time use, and is terminated by placing an Order or by the Customer ending their use earlier. Information about the Products selected by the Customer is stored in the Basket even after the browser session ends, including logging out, for a period not

exceeding 7 days. However, this does not guarantee the availability of the Product selected by the Customer for placing an Order at a later date.

3. In particular, the Customer is obliged to:
 - a) providing only current and all necessary Customer information in the Order, and, in the event of changes, updating the data, including personal data provided to the Seller by the Customer in connection with the conclusion of the Sales Contract or use of Electronic Services;
 - b) using Electronic Services in a manner that does not interfere with the functioning of the Seller or the Online Shop;
 - c) using the Electronic Services in a manner consistent with the law, the provisions of the Terms and Conditions, as well as customary practices and principles of social coexistence;
 - d) timely paying the Price and other costs agreed between the Customer and the Seller in full.
4. For technical reasons, the Seller may temporarily, but for no longer than 48 hours, deactivate certain functions of the Online Shop in order to improve it, add services or carry out maintenance. The Seller shall make every effort to inform of technical interruptions by posting an appropriate message on the home page of the Online Shop.

V. Sales Contract

1. Information provided on the YES Jewellery Online Shop's website or, in the case of an Order using other means of distance communication, in the electronic message confirming the content of the proposed Sales Contract, constitutes an invitation to conclude a Contract and is not an offer within the meaning of, unless the Applicable Consumer Law provides otherwise.
2. Buyer can place Orders with the Shop 24 hours a day, 7 days a week, via www.YESjewellery.com.

3. The Buyer can place orders via <http://www.yesjewellery.com> without prior registration or after creating their own Account.
4. The online interface of the Seller's Online Shop contains a list of Goods, including the Prices of the individual Goods. The prices of Goods include value-added tax and all related fees (excluding shipping charges as outlined in the following paragraph).
5. The Shop's web interface, where applicable due to the chargeable packaging or delivery of the Goods, also includes information on the costs associated with the packaging and delivery of the Goods.
6. To order Goods, the Buyer fills in the Order form on the Shop's web interface. To place an Order, the Buyer must add the Product they wish to purchase to the Basket.
7. Adding a Product to the Basket is not the same as placing an Order. Products can be added to the Basket and can also be removed from it.
8. The Shopping Basket allows the Customer to manage the Products ordered and to calculate the value of the Order.
9. A Customer purchasing as an entrepreneur is required to provide a VAT number when placing an Order, otherwise it is assumed that they are purchasing as a Consumer.
10. When placing an Order, the Buyer may use promotional codes. They should then need to enter the discount code provided to make a cheaper purchase.
11. The Order Form includes, in particular, information about the ordered Goods (the ordered Goods are added by the Buyer to the electronic Shopping Basket of the Shop's web interface), the method of payment for the purchase of the Goods, information about the required delivery method for the ordered Goods, and information about the costs associated with the delivery of the Goods (hereinafter collectively referred to as the "Order"). Before sending the Order to the Seller, the Buyer has the opportunity to check and change the data entered in the Order form and to read these Terms and Conditions. The Customer completes the Order (thus

making an offer to the Seller) using the functions of the Online Shop designed for this purpose (button: "I am buying with the obligation to pay").

12. Sending the Order is considered an action by the Customer that clearly identifies the ordered Goods, the purchase Price, the Buyer's details, the method of payment for the purchase Price, and constitutes a binding draft of the Sales Contract for the Parties. As a condition of the validity of the Order, the Buyer must complete all mandatory data on the Order form, read these Terms and Conditions on the website and confirm that they have read these Terms and Conditions.
13. Immediately after receiving the Order, the Seller will confirm receipt of the Order to the Customer by email to the Customer's email address provided in the User interface or in the Order (hereinafter referred to as the "Buyer's email address")
14. The Contract is concluded when we accept your offer of the Contract during the term of the Contract by sending a message about the completion of the Order to the email address provided in the Order.
15. The ordered Goods will be delivered to the address indicated by the Buyer.
16. Gemstones are natural materials, and due to their uniqueness, it may be objectively impossible to obtain a piece that is an exact replica of the model available in the YES Jewellery Online Shop. YES Jewellery Online Shop, in the case of such a situation, with the prior consent of the Customer, may offer the Customer a stone slightly different from the one on offer. The properties of such a stone will then retain the same or higher market value. If the Customer does not agree to replace the ordered stone with the proposed one, the Order shall be cancelled and the funds paid shall be returned in the same form in which the payment for the Order was made.
17. The photographs and other forms of visualisation and presentation of jewellery presented on the YES Jewellery Online Shop website may not reflect its actual size. The Seller has made every effort to ensure that the presentation of the Products in the photographs gives an accurate impression of their weight (size). It is approximated by a 15.4-inch monitor with a resolution of 1280 × 800 pixels, with default browser settings. This visualisation shows the approximate quality of the

stones. Due to the process of making the jewellery - many designs are handmade - individual pieces of the same model, may vary slightly. For additional information, the Buyer is requested to contact the YES Jewellery Online Shop.

18. It is not possible to cancel an order for a Product that has already been dispatched. If the Buyer refuses to accept the order, the shipment will be returned to the Seller. If the order has been prepaid, the Seller will refund the amount paid for the order to the Buyer within 14 days of receipt of the shipment, in the form in which the order was paid for. The above does not apply if the Buyer picks up the Goods in person at a Shop belonging to the YES network. In this case, the Buyer may cancel the Order until the Goods are collected.
19. The Seller shall process the Order no earlier than the next working day after receipt.
20. The date of performance of a Contract concluded through the YES Jewellery Online Shop is the date of receipt of the parcel by the Buyer.

VI. Payment terms

1. The Purchase Price stated for the Goods at the time of placing the Order is the binding Purchase Price for both the Seller and the Buyer and will not change after the Order is placed, even if the Seller later adjusts the Purchase Price of the Goods or if a promotional discount campaign occurs. The Seller's option to conclude a Sales Contract on individually agreed terms is not limited by this provision.
2. The current Prices and delivery costs are presented on the individual pages of the YES Jewellery Online Shop and are also visible on the Basket page.
3. The price may include an individually calculated discount or rebate, allocated to the Customer in an automated manner - this information is provided in the Order summary.

4. The Buyer may pay the Seller the Price of the Goods and all costs associated with the delivery of the Goods under the Sales Contract via:

Country	Online shop	Payment methods
Czech Republic	YESjewellery.com/cs	<ul style="list-style-type: none"> ● Online bank transfer ● Payment cards (Visa and Mastercard) ● Google Pay ● Apple Pay ● Twisto ● Cash on delivery
Slovakia	YESjewellery.com/sk	<ul style="list-style-type: none"> ● Online bank transfer ● Payment cards (Visa and Mastercard) ● Google Pay ● Apple Pay ● BLIK ● Cash on delivery
Other EU countries	YESjewellery.com/en	<ul style="list-style-type: none"> ● Online bank transfer ● Payment cards (Visa and Mastercard) ● Google Pay ● Apple Pay

5. The company PayU is a payment operator with its registered office in Poznań, ul. Grunwaldzka 186 (60-166), KRS number 0000274399, NIP number 7792308495, and registered in the National Payment Institutions Register kept by the Polish Financial Supervision Authority under number UKNF IP1/2012.
6. Together with the Purchase Price, the Buyer shall also be obliged to pay the Seller the costs associated with the delivery of the Goods at the agreed amount. This amount is stated with each Order.
7. In the case of non-cash payment, the Buyer's obligation to pay the Purchase Price is fulfilled when the corresponding amount is credited to the Seller's account.
8. The purchase, securing, disclosure and confirmation to the Customer of the necessary provisions of the Sales Contract shall take place by sending a confirmation of the Order to the Customer's e-mail address and by including documents containing the Order specification and a tax receipt of the purchase with the shipped Product.

9. If the Customer requests a VAT invoice, they agree that a VAT invoice will be sent to the e-mail address provided by the Customer.
10. In the case of selecting the payment method described above in point 4, failure to pay for the ordered Product within 5 days from the date of placing the Order will result in the Order being cancelled. This does not exclude the possibility of the Buyer placing a new Order for the same Product.
11. The Seller reserves the right to change prices and delivery costs, especially in the event of changes in the price lists of services provided by entities carrying out deliveries. This provision does not apply to Orders already in progress.

VII. Transport and delivery of Goods

1. The method of delivery of the Goods shall be determined by the Seller, unless otherwise specified in the Sales Contract.
2. The ordered Goods will be delivered to the address indicated by the Buyer. The Client may also choose a different delivery address for the Goods or opt for personal pickup of the Goods at the Store.
3. The ordered Goods are delivered by the selected delivery provider.

Country	Online shop	Delivery methods
Czech Republic	YESjewellery.com/cs	<ul style="list-style-type: none"> • GLS courier • GLS pick-up point • Česká pošta pick-up point • Packeta
Slovakia	YESjewellery.com/sk	<ul style="list-style-type: none"> • GLS courier • GLS pick-up point • Slovenská pošta pick-up point
Other EU countries	YESjewellery.com/en	<ul style="list-style-type: none"> • GLS courier

4. The cost of shipping an Order within the European Union depends on the value of the Order and is shown in the Basket when the Product or Products are added.
5. The overseas shipping costs are displayed in the Basket once you have added a Product or Products and filled in the shipping address of the Order. The Buyer bears the shipping cost.
6. The total time for delivery of the Product to the Customer (delivery time) consists of the time for the Seller to prepare the Order for shipment and the time for the carrier to deliver the Product. If an Order is placed for several Products with different delivery times at the same time, the delivery date shall be the longest date indicated.
7. The delivery time depends on the deadline for placing the Order and the availability of the ordered Products in the warehouses. The estimated delivery time is indicated in the Product description on the website and, if possible, communicated to the Customer during the Order placement or in the message confirming the acceptance of the Order for processing. The Seller shall inform the Customer of the final delivery date by sending a message about the dispatch of the Product to the Customer.
8. In the event that the Products included in the Order are unavailable in the warehouse, at the Store's suppliers or for other reasons and it is not possible to fulfil the Customer's Order, the Store shall notify the Customer of this fact no later than 14 (fourteen) days from the date of placing the Order. In such a case, the Customer has the right to decide whether he agrees to carry out the Order within the period proposed by the Shop or to cancel the Order.
9. In the event of withdrawal from the Contract, the Shop shall refund the amount paid for the Price to the Customer. The notification will be sent to the e-mail address indicated by the Customer in the Order form. If no decision is made within 7 (seven) days of the notification, the Order will be cancelled for the unavailable Products.

10. If the Seller is unable to fulfill the service with the properties individually ordered by the Buyer due to a temporary inability to do so, the Seller may, with the Buyer's consent, provide a substitute service of the same quality and purpose, and for the same Price or remuneration, or in another manner agreed upon by the Parties.
11. Bearing in mind the Customer's convenience and the security of the Order, the Seller ensures that any inconvenience at any stage of the execution of the Order - if it occurs - is consulted with the Customer and resolved by agreement between the Parties. The Seller makes every effort to ensure that the Customer is satisfied.
12. The Order fulfilment time is indicated for the specific Product and applies to shipments made within the European Union.
13. It is recommended that the Consumer, if possible, check the condition of the Product upon delivery. If defects are discovered, the Consumer is advised to contact the Seller as soon as possible by telephone or e-mail through one of the addresses indicated below:

Country	Shop	e-mail	Phone
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com	+ 42 0460003534
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com	+ 42 1233215823
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com	+ 48 616482864

14. The Buyer who is not a Consumer is required to check the condition of the shipment upon delivery in the presence of the representative of the delivering entity (courier, postal operator, etc.). If the parcel is mechanically damaged during transport, the Customer should write a damage report and immediately contact the Seller by phone or e-mail through one of the addresses indicated below:

Country	Shop	e-mail	Phone
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com	+ 42 0460003534
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com	+ 42 1233215823
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com	+ 48 616482864

15. The risk of damage to the Product passes to the Buyer, who is a Consumer, at the moment when the Buyer or a third party authorised by the Buyer receives the Product from the Seller or from their representative authorised to deliver the Product.

16. The Buyer shall acquire ownership of the Goods upon payment of the full Purchase Price and receipt of the Goods, the latter being conclusive.

VIII. Withdrawal from the Sales Contract by the Buyer

1. The Buyer shall have the right to withdraw from the Sales Contract (or part thereof relating to part of the Goods) without giving any reason. The Consumer may withdraw from a Distance Contract or a Contract Concluded Outside of the Business Premises within fourteen days.
2. YES Jewellery Online Shop may extend the statutory period for returning Products. The Client is informed about the extended return period for Products on the website: www.YESjewellery.com. This is currently 30 days from receipt of the Order by the Customer.
3. Withdrawal from the Sales Contract is excluded in cases specified in Article 16 of Directive 2011/83/EU of the European Parliament and Council of 25 October 2011, on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and Council, and repealing Council Directive 85/577/EEC

and Directive 97/7/EC of the European Parliament and Council, Text with relevance to the EEA.

4. Unless withdrawal from the Sales Contract is not possible according to applicable legal provisions, a Consumer who has entered into a Sales Contract using distance communication means has the right to withdraw from the Sales Contract without providing a reason and without incurring any costs other than those prescribed by law, within the period:

- a) of 14 days from the date referred to in paragraph 5 below ("Statutory Right of Withdrawal");

- b) by the 30th day after the date referred to in paragraph 5 below ("Contractual Right of Withdrawal").

5. The period for withdrawal from the Sales Contract shall start from the date of receipt of the Product by the Consumer or a third party designated by the Consumer, with the exception of the Carrier, and in the case of a Sales Contract which:

- a) includes multiple Products which are delivered separately, in batches or in parts, from the moment the last Product, batch or part is received, or

- b) consists of the regular delivery of Products for a fixed period of time - from receipt of the first of the Products.

6. In order to meet the return period, it is sufficient for the Consumer to make a statement to the Seller before the return period expires. The Consumer may make an unambiguous statement informing of the withdrawal from the Sales Contract. The declaration of withdrawal from the Sales Contract may be submitted in writing to YES Bižuteria S.A., ul. Świerzawska 1, 60-321 Poznań or by e-mail to one of the e-mail addresses indicated below.

Country	Shop	e-mail
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com

Other EU countries	YESjewellery.com/en	contact@YESjewellery.com
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7. To withdraw from the Contract, the Buyer may also use the "Withdrawal Form" template available at www.YESjewellery.com.

Country	Shop	Return form
Czech Republic	YESjewellery.com/cs	Link
Slovakia	YESjewellery.com/sk	Link
Other EU countries	YESjewellery.com/en	Link

8. The Seller, considering the convenience and comfort of the Consumer, will provide access to the facilities specified in the following section. The Consumer can:

- a) Return the items of the Contract using the return form available for download in section 7 and on the website. To make a return, the completed paper form should be enclosed in the parcel along with the jewellery and proof of purchase, then they should to <https://www.gls-returns.com/#/m/yes> where they can order a courier to collect the parcel.
- b) Deliver the returned jewellery to the nearest YES Salon along with the proof of purchase, tag, and YES Certificate of Authenticity or IGI or GemEX Certificate if they were included with the Order, and fill out the return form on-site. Advisers will forward the returned jewellery to the YES Jewellery Online Shop. The refund process will only begin once the returned jewellery arrives at the YES Jewellery Online Shop. Refunds will be made by online bank transfer. Return in Stores is only possible in our YES Shops in the Czech Republic and Slovakia. For details on free returns, please visit the Delivery and Returns page.

9. In the event of withdrawal from the Contract, the Seller will return the funds received from the Customer within fourteen (14) days of the Client's withdrawal from the Sales Contract, in the same manner in which the Seller received them from the

Client, or in another way, provided that the Customer explicitly agrees to it and does not incur any additional costs. In the event that the refund cannot be made using the same payment method used by the Consumer, the Seller shall refund the payment using a payment method corresponding to the characteristics of the payment method previously used by the Consumer. If the payment is to be refunded to the Consumer's bank account, the Seller shall refund the payment to the bank account indicated by the Consumer, and if the Consumer does not indicate the bank account to which the refund is to be made, the Seller shall refund the payment to the bank account from which the Consumer made the payment in connection with the Sales Contract from which the Consumer is withdrawing.

10. If the Buyer withdraws from the Sales Contract, the Seller shall not be obliged to return the received funds to the Buyer until the Buyer has handed over the Goods to the Buyer or has proven that he has sent the Goods to the Seller.
11. The Customer shall be obliged to return the Goods to the Seller immediately, no later than 14 days from the date on which he has withdrawn from the Contract, or to hand them over to the person indicated by the Seller, unless the Seller has offered to collect the Goods himself.
12. The Buyer must return the Goods in their entirety, i.e. with all supplied accessories, with complete documentation, undamaged, clean and including the original packaging (if possible). The Buyer is obliged to pack the Goods in such a way that they are not damaged during transport back to the Seller.
13. The Seller bears the cost of returning the Product only if the return is made through the dedicated page <https://www.gls-returns.com/#/m/yes>.
14. If the Buyer returns a damaged Product, the Seller is entitled to compensation, which may be unilaterally deducted from the Buyer's claim for a refund of the Purchase Price.
15. If the Buyer has chosen a method of delivery other than the cheapest one offered by the Seller, the Seller shall reimburse the Buyer for the cost of delivering the Goods only in the amount corresponding to the cheapest method of delivery offered.

16. In addition to the right of withdrawal from the Contract set out in clause VIII(1) of the Terms and Conditions, the Customer may exercise the contractual right of withdrawal if it is available at the time of placing the Order. The Seller provides information about the types of contractual rights to withdraw from the Contract in the appropriate section of the Shop's online interface. Some types of contractual rights to withdraw from the Contract may involve additional costs for the Customer. The Seller will inform the Customer of any additional costs when placing the Order.
17. In specific cases, the Consumer does not have the right to withdraw from the Contract in accordance with the provisions of the law applicable to the Consumer's country. In the case of Contracts for the delivery of Goods made to the Consumer's specifications or customised to their personal needs. Such Products are:
- a) Products made to the individual order of the Consumer or Entrepreneur with the rights of the Consumer, including in particular individual engravings;
 - b) Products not available in the standard offer of YES Jewellery Online Shop, brought to the Buyer's special order.

IX. Complaints/Rights Arising from faulty workmanship

1. The Seller is obliged to deliver the Product to the Customer in accordance with the concluded Sales Contract.
2. Products offered in the Online Shop may also be covered by a manufacturer's guarantee. The detailed conditions of the guarantee and its duration are then specified in the guarantee card issued by the manufacturer and enclosed with the Product. In the event that the Sales Contract, the warranty card (terms and conditions), the advertisement or the Product packaging specify different lengths of the warranty period, the longest period shall apply.
3. Before the first use, the Buyer is obliged to read the user manual or operating instructions, as well as any warranty conditions, and then strictly follow this information. Otherwise, there is a risk that improper use may cause damage to the item, and the Buyer may not be able to claim defects under their rights arising from

the Seller's liability for defects. The period for exercising rights arising from the Seller's liability for defects begins from the moment the Buyer receives the item.

4. In the case of sales of Consumer Goods, the time limit for exercising rights for faulty workmanship is set at 24 months. If the defect becomes apparent within twelve months of receipt, the item shall be deemed defective at the time of receipt. The Seller's liability for defects shall not apply to normal wear and tear of the item (or parts thereof) caused by use or a defect caused by the Buyer or a third party.
5. A complaint about the purchased Product can be submitted by the Consumer, in particular, in writing to the address: YES Biżuteria S.A., ul. Świerzawska 1, 60-321 Poznań with the annotation "Complaints Department" or by e-mail to one of the addresses indicated below:

Country	Shop	e-mail
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com

6. The Seller requests that, to facilitate the complaint process, the Buyer should include a description of the Product's non-conformity with the Contract by completing the [complaint form](#) and selecting the option below:

Country	Shop	Complaint form
Czech Republic	YESjewellery.com/cs	Link
Slovakia	YESjewellery.com/sk	Link
Other EU countries	YESjewellery.com/en	Link

7. A Consumer exercising rights due to the Product's non-conformity with the Contract is required to deliver the defective item to the complaint address at the Seller's expense. To do so, they should use the dedicated website <https://www.gls-returns.com/#/m/yes> to send a parcel at the collection point.
8. When exercising rights arising from liability for defective performance, the Consumer is entitled to the following rights:
 - 1) The right to have the Goods repaired free of charge or the right to have new Goods delivered or parts replaced. The Buyer—Consumer may choose only a method of defect removal that is not impossible or disproportionately costly compared to the other options. This is assessed particularly in relation to the significance of the defect, the value the item would have without the defect, and whether the defect can be removed without significant inconvenience to the Buyer in the latter case.
 - 2) The Seller may refuse to remove the defect if it is impossible or too costly, especially due to the significance of the defect and the value the item would have without the defect.
 - 3) The Buyer may demand a reasonable discount or withdraw from the Contract,
 - a) if the Seller has refused to remove the defect or has not removed it
 - b) the defect manifests repeatedly,
 - c) the defect constitutes a material breach of the Contract,
 - d) if from the Seller's statement or from the circumstances, it is evident that the defect will not be removed within a reasonable time or without significant inconvenience to the Buyer;unless otherwise stipulated by the rules applicable in the Consumer's country.
9. The Buyer may not withdraw from the Contract if the defect in the item is insignificant; the defect shall be deemed not to be insignificant.
10. If the complaint is submitted by the Buyer—Consumer, the complaint regarding the removal of the defect will be reviewed, and the Consumer will be informed of the outcome no later than 30 days from the date of the complaint, unless the Seller and

the Consumer agree on a longer period. After the expiry of this period, the Consumer may withdraw from the Contract or claim a reasonable discount. When filing a complaint, the Seller provides the Consumer with a written confirmation that includes the date of the complaint, its content, the method of handling the complaint requested by the Consumer, and the Consumer's contact details for providing information about the handling of the complaint.

11. The Buyer—Consumer is entitled to reimbursement of the necessary costs incurred in exercising the rights arising from liability for defects. In the event of withdrawal from the Contract due to a defect in an item, the Consumer shall also be entitled to reimbursement of the necessary costs incurred in connection with such withdrawal.
12. The provisions of this Chapter IX of the Terms and Conditions shall not apply to the Product in the case of:
 - a) the defect is due to wear and tear caused by normal use or when it is due to the nature of the item (e.g. use);
 - b) the defect already existed at the time of acceptance and a discount on the Price for such a defect has been agreed;the defect is due to the fault of the Consumer and is caused by improper use, storage or improper maintenance inconsistent with the Seller's and manufacturer's instructions or other action by the Consumer or mechanical damage, or the defect is caused by another external event beyond the Seller's control.
13. The Consumer acknowledges that if the Product is delivered via a courier company or another carrier, the Consumer is required to check the integrity of the shipment's packaging before confirming receipt. If there is any doubt that the shipment is defective, the Consumer has the right to refuse to accept an incomplete or damaged shipment.
14. Complaints about Products damaged during transport are governed by the carrier's complaint procedures and the applicable Regulations of the Consumer's Country.

X. Out-of-court settlement of consumer disputes

1. To protect the Consumer, the Seller informs that the Consumer can submit a proposal for alternative dispute resolution to an out-of-court consumer dispute resolution body, which is the relevant trade inspection authority for the respective country. The Trade Inspectorate shall process requests for out-of-court resolution of consumer disputes in the manner and under the conditions set out in the relevant legislation. To avoid any doubt, none of the provisions of these Terms and Conditions exclude the Consumer's right to bring a claim to a civil court.
2. Country-specific contact details:

Country	Shop	Trade Inspectorate	Website	Headquarters address
Czech Republic	YESjewellery.com/cs	Česká obchodní inspekce (COI)	www.coi.cz	Štěpánská 44, 120 00 Prague 2, IČ: 000 20 869
Slovakia	YESjewellery.com/sk	Slovenská obchodná inšpekcia (SOI)	www.soi.sk	Bajkalská 21/A, 827 99 Bratislava, IČO: 1733192
Other EU countries	YESjewellery.com/en	The trade inspectorate authority relevant to the country of delivery.		

3. The online dispute resolution platform aims to facilitate the independent, out-of-court resolution of disputes between Consumers and Traders via the Internet. These disputes concern contractual obligations arising from online Sales Contracts or Service Contracts concluded between Consumers residing in the European Union and businesses based in the European Union.

4. A Consumer wishing to use the alternative dispute resolution option in the Online Shop can submit a complaint through the online dispute resolution platform, available at the address provided in the table below.

Country	Shop	European Consumer Centre	Website	Headquarters address
Czech Republic	YESjewellery.com/cs	Evropské spotřebitelské centrum Česká republika	Link	Štěpánská 567/15, 120 00 Prague 2
Slovakia	YESjewellery.com/sk	Európske spotrebitel'ské centrum Slovenská republika	Link	Mlynské nivy 4924, 827 15 Bratislava
Other EU countries	YESjewellery.com/en	Directorate-General for Justice and Consumers	Link	European Commission, 1049 Bruxelles/Brussel, Belgium

XI. Processing of personal data

1. To fulfill the Sales Contract, the Seller will process the necessary personal data of the Buyer in accordance with the GDPR directive and national data protection regulations, as amended, in the scope and manner specified in the data protection statement, which is an integral part of these Terms and Conditions and is available on the YES Jewellery Online Shop's website in the Data Protection section.

Country	Shop	Privacy policy
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Czech Republic	YESjewellery.com/cs	Link
Slovakia	YESjewellery.com/sk	Link
Other EU countries	YESjewellery.com/en	Link

XII. Final provisions

1. The Buyer acknowledges that the YES Jewellery Online Shop may not be available on a continuous basis, in particular for necessary maintenance of the Seller's hardware and software or necessary maintenance of third party hardware and software.
2. The name of the YES Jewellery Online Shop, the address at which it is available: www.yesjewellery.com and all materials contained therein are subject to copyright and protected by law. Their use and distribution without the consent of the Shop owner is prohibited. In the event of a breach of this legal notice, there is a risk of infringement of the laws on the protection of intellectual property and related rights applicable to the Consumer's country.
3. The rights and obligations of the parties to contracts concluded on the basis of these Terms and Conditions shall be assessed according to the law applicable in the Consumer's country.
4. The choice of law under these Terms and Conditions shall not affect the scope of the protection of the Consumer's rights under the provisions which cannot be excluded in the Contract between the Seller and the Consumer, in accordance with the law applicable in the absence of such choice.
5. The Contract shall be concluded in the language relevant to the particular site of the YES Jewellery Online Shop where the Customer makes the purchase.
6. The Sales Contract is archived electronically by the Seller and is not accessible to third parties.

7. The choice of the law applicable to the country of delivery of the Order on the basis of the Terms and Conditions does not deprive the Consumer of the protection granted to him under the provisions that cannot be excluded in the Contract between the Seller and the Consumer.
8. If any provision of the Terms and Conditions proves to be invalid or ineffective, or becomes invalid, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions.
9. The Seller shall have the right to amend the provisions of these Terms and Conditions, which shall not affect the principles of Orders placed to date.
10. Users can contact the Seller in writing at the following address: YES Biżuteria S.A., ul. Świerzawska 1, 60-321 Poznań, with the annotation "Online Shop YES Jewellery" or by email or telephone to the selected contact from the table below:

Country	Shop	e-mail	Phone
Czech Republic	YESjewellery.com/cs	kontakt-cz@YESjewellery.com	+ 42 0460003534
Slovakia	YESjewellery.com/sk	kontakt-sk@YESjewellery.com	+ 42 1233215823
Other EU countries	YESjewellery.com/en	contact@YESjewellery.com	+ 48 616482864

11. Matters not covered by these Terms and Conditions shall be governed by the law applicable in the Consumer's country.
12. The content of the Terms and Conditions is made available to the Customer free of charge within the YES Jewellery Online Shop.

Terms and Conditions effective from 02.03.2026.