

TERMS OF SALE FOR CONSUMERS

Rutheniai s.r.o. – version 1.1, effective from 10 October 2026 – published at gems-la.be/sale-terms

Article 1 – Scope and the Seller

1.1 These Terms of Sale govern the sale of goods offered in the GemsLabé store at gems-la.be/store — loose gemstones and mineral specimens, with the documents accompanying them — by Rutheniai s.r.o., registered office Karpatské námestie 7770/10A, 831 06 Bratislava – Rača, Slovak Republic, IČO 57 211 604, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 191615/B, trading under the “GemsLabé” brand (the “Seller”), to a buyer who is a consumer, that is, a natural person who does not act within the scope of their business activity, employment or profession (the “Buyer”). The Seller is reachable at olena.rybnikova@gems-la.be, by telephone at +421 919 206 955 and at the registered office above.

1.2 These Terms of Sale form part of every purchase contract concluded through the store and are made available to the Buyer before the order is completed. They stand apart from the General Terms and Conditions published at gems-la.be/terms, which govern gemological services supplied to entrepreneurs and do not apply to a sale under these Terms of Sale. The contract is governed by the law of the Slovak Republic, in particular the Civil Code (Act No. 40/1964 Coll.) and Act No. 108/2024 Coll. on consumer protection; nothing in these Terms of Sale limits the rights the Buyer has under those laws.

Article 2 – Conclusion of the Contract

2.1 The presentation of a stone in the store is an invitation to place an order and not a binding offer. **The purchase contract is concluded at the moment the Buyer completes the checkout** — that is, confirms the order together with its total price, including shipping, and the obligation to pay, and pays by the means offered there. The Seller confirms the concluded contract to the Buyer by e-mail without undue delay, on a durable medium; the confirmation carries these Terms of Sale, including the model withdrawal form in Article 6.6, as a PDF attachment, and links to the online withdrawal function and to the notice on the legal guarantee of conformity referred to in Article 7.2.

2.2 The contract is concluded in English or in Slovak, whichever language the Buyer used at checkout, and the Seller archives it; the Buyer may request a copy at any time. Before completing the checkout the Buyer may review and correct the order and the data entered in it.

2.3 Every stone in the store is a single, unique specimen and is sold once. If a stone is no longer available after the contract is concluded, the Seller shall inform the Buyer without undue delay and refund the full amount paid within fourteen (14) days; no substitute is supplied without the Buyer's agreement.

Article 3 – Price and Absence of VAT

3.1 **Prices carry no VAT.** The Seller is not a VAT payer (platiteľ DPH); its prices and invoices therefore bear no value added tax and no tax is added at checkout. The price stated on the stone's page is the final price of the stone in euro; the shipping cost is stated separately and the total payable is shown before the order is completed. The price binding for the contract is the one displayed at the moment the checkout is completed.

3.2 Customs duties, import taxes and any other charges levied on delivery outside the customs and tax territory of the European Union are not included in the price or in the shipping cost and are borne by the Buyer.

3.3 The Seller issues an invoice for each order and sends it to the Buyer by e-mail together with the confirmation of the contract.

Article 4 – Delivery and Shipping Costs

4.1 The Seller dispatches the stone after the price has been paid in full, normally within two (2) business days. Delivery takes two to four (2–4) business days within the European Union and five to eight (5–8) business days to the rest of the world; these periods are estimates and run from dispatch. The Seller shall deliver at the latest within thirty (30) days of conclusion of the contract, and if it does not, the Buyer may grant a reasonable additional period and, if that too passes without delivery, withdraw from the contract.

4.2 Every consignment travels insured and tracked, in a tamper-evident laboratory seal, with the stone's laboratory report and its certificate of authenticity enclosed and in a presentation case. The Seller ships to the address the Buyer states at checkout.

4.3 The shipping cost is stated at checkout before the order is completed and is charged as stated there; no cost that was not displayed at checkout is charged afterwards. Where a consignment is returned to the Seller because the Buyer did not take it over, the Seller shall redispach it at the Buyer's request against the cost of the new shipment.

Article 5 – Passing of Risk and Ownership

5.1 The risk of damage to or loss of the stone passes to the Buyer when the Buyer, or a third party designated by the Buyer other than the carrier, takes the stone over. Where the carrier is one the Buyer chose without being offered it by the Seller, the risk passes when the stone is handed to that carrier.

5.2 The Buyer acquires ownership of the stone on taking it over, the price having been paid in full before dispatch.

Article 6 – Withdrawal within Fourteen Days

6.1 **The Buyer may withdraw from the contract within fourteen (14) days without giving a reason.** The period runs from the day on which the Buyer, or a third party designated by the Buyer other than the carrier, takes the stone over, and is observed if the notice of withdrawal is sent on the last day at the latest. The Buyer may also withdraw before the stone is dispatched.

6.2 **How to withdraw.** The Buyer notifies the Seller by an unequivocal statement identifying the order and stating that the contract is withdrawn from — through the online withdrawal function “Withdraw from contract here” at gemsla.be/withdraw, which is linked in the footer of every page of the site and in the e-mail confirming the contract, by e-mail to olena.rybnikova@gemsla.be, or by post to the registered office stated in Article 1.1. The model withdrawal form in Article 6.6 may be used but is not required. The Seller confirms receipt of the notice without undue delay; a withdrawal made through the online function is confirmed by e-mail at once, stating the date and time it was received.

6.3 The Buyer shall send the stone back, or hand it over, no later than fourteen (14) days after the notice of withdrawal, in its original condition with the presentation case, the laboratory report and the certificate of authenticity, and shall dispatch it insured for at least the purchase price and tracked. The Buyer is liable for a diminution in the stone's value caused by handling beyond what is needed to establish its nature, characteristics and functioning.

6.4 **Return shipping is borne by the Buyer.** The Buyer bears the direct cost of returning the stone, including the insurance of the return consignment. The Buyer bears no other cost of withdrawal.

6.5 The Seller shall refund all payments received from the Buyer, including the cost of the cheapest ordinary delivery the Seller offered, within fourteen (14) days of receiving the notice of withdrawal, by the same means the Buyer used to pay unless the Buyer agrees otherwise; no fee is charged for the refund. The Seller may withhold the refund until the stone is returned or until the Buyer proves it has been sent back, whichever is earlier.

6.6 **Model withdrawal form.** (Complete and return this form only if you wish to withdraw from the contract.)

— To Rutheniai s.r.o., Karpatské námestie 7770/10A, 831 06 Bratislava – Rača, Slovak Republic, olena.rybnikova@gemsla.be:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

Article 7 – Conformity of the Stone and Guarantees

7.1 The Seller is liable to the Buyer for any lack of conformity that the stone has when taken over and that becomes apparent within two (2) years of that moment. The stone is in conformity if it corresponds to the description, the weight, the measurements and the properties stated on its page and in its laboratory report, and if it is of the quality usual for a natural specimen of that kind. A lack of conformity apparent within one (1) year of takeover is presumed to have existed on takeover unless the Seller proves otherwise.

7.2 Where the stone is not in conformity, the Buyer may require that it be brought into conformity by repair or, the stone being unique, by refund; the Buyer may also require a proportionate reduction of the price or withdraw from the contract where the defect cannot be remedied, where the Seller fails to remedy it within a reasonable period, or where the defect is of such gravity as to justify immediate withdrawal. These rights are free of charge to the Buyer. They are summarised in the harmonised notice on the legal guarantee of conformity under Commission Implementing Regulation (EU) 2025/1960, which is published at gemsla.be/legal-guarantee and linked from the stone's page before the order and from the confirmation of the contract.

7.3 A stone is a natural object. The inclusions, colour zoning, surface features and treatments recorded in its laboratory report and in its description are properties of the stone, not defects, and neither is a difference in colour perception caused by a display or by lighting conditions. Wear, damage and treatment caused after takeover are not defects either.

7.4 **Authenticity guarantee.** Beyond the statutory liability above, the Seller guarantees for the lifetime of the stone that its identification in the enclosed laboratory report is correct. If an independent gemological laboratory of international standing contradicts that identification, the Seller shall refund the full purchase price against return of the stone and of its documents.

Article 8 – Complaints

8.1 A complaint is made by e-mail to olena.rybnikova@gemsla.be or by post to the registered office stated in Article 1.1, describing the defect and stating the remedy sought, with the stone's report number. The Seller confirms receipt without undue delay, decides the complaint immediately or, in complex cases, within three (3) business days, and settles it within thirty (30) days of the day the complaint was made unless a longer

period is agreed with the Buyer. The Seller issues the Buyer written confirmation of the complaint and of its settlement.

8.2 Where the Buyer is not satisfied with the way a complaint was settled, or considers that the Seller has infringed the Buyer's rights, the Buyer may ask the Seller for redress and, if the request is rejected or left unanswered for thirty (30) days, submit a proposal for alternative dispute resolution under Act No. 391/2015 Coll., in particular to the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Central Inspectorate, Department for International Relations and Alternative Consumer Dispute Resolution (ústredný inšpektorát, Odbor pre medzinárodné vzťahy a alternatívne riešenie spotrebiteľských sporov), Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava 27, ars@soi.sk, soi.sk. The right to bring the dispute before a court is not affected.

Article 9 – Final Provisions

9.1 The supervisory authority for the sale of goods to consumers is the Slovak Trade Inspection, Inšpektorát SOI pre Bratislavský kraj, Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava. The contract and these Terms of Sale are governed by the law of the Slovak Republic; where the Buyer is habitually resident in another Member State of the European Union, this does not deprive the Buyer of the protection of the mandatory provisions of the law of that State.

9.2 These Terms of Sale are published in Slovak and in English; in case of divergence the Slovak version prevails. The Seller may issue an amended version, which it publishes at gemsla.be/sale-terms with its effective date; an order is always governed by the version published when the order was completed. Version 1.1 is effective from 10 October 2026.

9.3 Personal data of the Buyer is processed as described in the privacy notice at gemsla.be/privacy. If any provision of these Terms of Sale is or becomes invalid, the remaining provisions are unaffected.