

KINZY LONDON

BESPOKE PURCHASE AGREEMENT

MyKinzy Ltd trading as Kinzy London | Company number 13748043

1. Purpose of this agreement

This agreement explains the terms on which MyKinzy Ltd, trading as Kinzy London (Kinzy London, we, us or our), sources, designs and supplies a bespoke item, a custom-made item, or a diamond or gemstone sourced specifically for you (you or the client).

By signing this agreement and/or paying the agreed deposit, you confirm that you have read, understood and accepted these terms. These terms supplement Kinzy London's website Terms and Conditions and the written quotation or order confirmation for your individual commission.

2. Orders covered by this agreement

This agreement applies only where jewellery is designed, altered or made to your individual specification, or where a diamond or gemstone is sourced and allocated specifically to your order. It does not make every item sold by Kinzy London a bespoke item.

Subject to your statutory rights, a bespoke or personalised order becomes non-cancellable and non-refundable once the agreed deposit or payment is received and Kinzy London is authorised to source the selected stone and/or begin the design or manufacturing process.

Website orders are not eligible for the bespoke custom-design process, CAD renders, wax models or stone-replacement options unless Kinzy London expressly confirms this in writing.

3. Custom design process

Each commission is handled individually. Target completion dates are discussed when the order is confirmed but remain estimates. Kinzy London will keep you informed if the expected timing changes.

- Two complimentary CAD renders are included. Additional CAD renders are charged at GBP 100 each.
- Up to two complimentary wax models of the final approved CAD design are included. Additional wax models are charged at GBP 60 each.
- Design alterations may be made during the wax stage. Changes involving the selected diamond or gemstone, including carat weight, dimensions, cut, shape, colour or quality, may change the price.
- Engraved, resized, altered or otherwise personalised jewellery is non-returnable for change of mind.

4. Diamond and gemstone sourcing, viewing and availability

Diamonds and gemstones are subject to supplier confirmation, availability and market conditions. A stone cannot be guaranteed or reserved until the supplier confirms availability and Kinzy London receives the agreed deposit.

Natural diamonds and gemstones have individual colour, tone, saturation, clarity, inclusions, carat weight and dimensions. These natural characteristics are not faults. Where information is available, Kinzy London will disclose supplier-notified treatments or enhancements at the time of sale.

- After Kinzy London confirms that a diamond is available to view in the showroom, you have up to 10 days to view it and/or request a replacement, unless a different period is agreed in writing.
- Up to two complimentary diamond replacements are permitted during that period. A third or later replacement is charged at GBP 150 per diamond for handling, shipping and related costs.
- Rare or unique stones may be non-returnable or non-exchangeable. Kinzy London will tell you before ordering when supplier or market conditions create this restriction.
- A coloured gemstone selected and approved during a private consultation is allocated to your order and is non-returnable and non-exchangeable unless otherwise agreed in writing.

5. Descriptions, certification and valuation

Diamonds may be graded by internationally recognised laboratories such as GIA or IGI. Gemstones may be accompanied by a laboratory report where available, but not every gemstone is supplied with one. Supplier data and grading reports describe the stone; minor visual differences caused by lighting, magnification or display settings do not make an item faulty or misdescribed.

- An insurance valuation may be requested within 30 days of collection or delivery.
- The initial valuation fee is GBP 300 per item. A subsequent or annual revaluation is GBP 100 per certificate.
- A specially cut or customised diamond may be submitted for IGI certification at additional cost.

6. Quotations and pricing

Unless the quotation says otherwise, a quotation is valid only on the day it is issued because gold, diamond, gemstone and currency prices can change. Once the agreed deposit is paid, the quotation is binding for that item and cannot be transferred to another order.

A change to the design, materials or stone specification requires a revised quotation. If the selected stone becomes unavailable, Kinzy London will offer a comparable alternative and provide a revised quotation where necessary. Production should begin within 20 days after receipt of the deposit; if it does not, the quotation may be reviewed to reflect market changes.

For a website-listed item valued above GBP 15,000, Kinzy London requires an in-person showroom consultation before confirming the purchase.

7. Deposit and payment

A minimum 50% deposit, or another amount agreed in writing, is required to secure the order. The deposit authorises Kinzy London to begin sourcing and/or production and is non-transferable.

The remaining balance must be paid before collection or dispatch. Failure to pay the balance may result in cancellation of the order and loss of the deposit, subject always to your statutory rights.

8. Production, delivery and collection

Production begins after the selected stone is confirmed and the design is approved. Manufacturing is completed through A&M; Polishers, Kinzy London's Hatton Garden sister workshop. Production timings are estimates and may be affected by material availability, supplier schedules, customs or couriers.

- United Kingdom delivery by Royal Mail Special Delivery is complimentary, insured and tracked.
- International delivery by FedEx is available. Charges, taxes, customs duties and import fees depend on the destination and are the client's responsibility unless Kinzy London agrees otherwise in writing.
- Showroom collection is complimentary. A completed order or repair must be collected within 60 days after Kinzy London notifies you, unless another arrangement is agreed in writing.

9. Inspection, acceptance and earrings

Please inspect the selected centre stone and finished jewellery during collection or promptly after delivery. Contact Kinzy London as soon as possible if the item appears damaged, faulty or different from the agreed description.

Earrings purchased online may be returned under the eligible online returns policy within 14 days of delivery only if their protective hygiene seal remains intact. Earrings cannot be returned for change of mind after the seal has been opened. This restriction does not affect your statutory rights if the earrings are faulty, damaged or misdescribed.

Resizing, redesign or modification requested after delivery or collection is treated as a separate service unless covered by the complimentary resize or by your statutory rights.

10. Faults and statutory rights

Nothing in this agreement limits your statutory rights. If jewellery is faulty or misdescribed, Kinzy London will provide the repair, replacement, price reduction or refund required by applicable UK consumer law. Damage caused by accidental impact, misuse, neglect, normal wear or unauthorised third-party work is not a manufacturing fault.

11. Warranty and Lifetime Atelier Care

Kinzy London jewellery is covered by a lifetime manufacturing warranty for craftsmanship, subject to the exclusions and care requirements below. This warranty is additional to your statutory rights.

- Complimentary engraving is available at the time of purchase.
- One complimentary ring resize is available within 12 months of the original order date, up to three full sizes, excluding full-eternity and continuous-band designs.
- To maintain the lifetime manufacturing warranty, a ring must receive a Kinzy London structural inspection and service within 12 months of purchase and every 12 months thereafter.
- The annual service includes structural inspection, claw tightening where required, professional cleaning, light polishing and rhodium plating where applicable.
- Accidental damage, misuse, impact, general wear and third-party work are excluded and may be charged. Silver items are not covered by the lifetime manufacturing warranty or Lifetime Atelier Care.
- Earring backs should be checked regularly. Loss resulting from a loosened fastening, normal wear, accidental damage or lack of maintenance is not covered.

12. Liability

Kinzy London is not responsible for losses caused by events outside its reasonable control, including supplier, customs or courier delays, or for indirect business losses arising from a consumer purchase. Nothing in this agreement excludes liability that cannot lawfully be excluded, including liability for fraud, death or personal injury caused by negligence, or your statutory consumer rights.

13. Governing law

This agreement is governed by the laws of England and Wales. The courts of England and Wales will have jurisdiction, without depriving a consumer of mandatory rights or protections available where they live.

14. Client declaration

I confirm that I have read and understood this agreement and Kinzy London's Terms and Conditions. I understand that my order is bespoke, personalised and/or includes a diamond or gemstone sourced specifically for me; that payment of the agreed deposit creates a binding order; that the quotation is subject to the validity period stated; and that my statutory rights remain unaffected if the item is faulty or misdescribed.

Client name: _____

Signature: _____ Date: _____

Kinzy London representative: _____ Date: _____

Showroom: 7 Greville Street, London EC1N 8PQ | Email: enquiries@kinzylondon.com | Telephone: 020 7209 8737