

Warranty Terms and Conditions

ISSUED IN JULY 2026 – VALID UNTIL FURTHER NOTICE

PRECIOSA

Warranty Terms and Conditions

PREAMBLE AND DEFINITION OF TERMS

In these *Warranty Terms and Conditions*:

<i>Producer</i>	means PRECIOSA, a.s., a company with its registered seat in the Czech Republic
<i>Merchandise</i>	means the <i>Producer's</i> merchandise, specifically pearls and fashion jewelry stones from glass, sets of bijouterie, products from cubic zirconia and other synthetic or natural materials, and large stones from glass (pendants)
<i>Seller</i>	means a vendor who supplied the <i>Merchandise</i> to the <i>Client</i> , either the <i>Producer</i> itself or the company belonging to the <i>Producer</i> in the same group with property ties (including Dongguan Preciosa Trading Co. Ltd. with its registered seat in China, Preciosa Gulf FZCO with its registered seat in the UAE, Preciosa International, Inc. with its registered seat in the US, and Preciosa International (H.K.) Limited with its registered seat in Hong Kong)
<i>Client</i>	means a buyer who bought the <i>Merchandise</i> from the <i>Seller</i>
<i>GT&Cs</i>	means the <i>Seller's</i> General Terms and Conditions
<i>Qualitative Defect</i>	means a case when the <i>Merchandise</i> supplied does not possess the characteristics declared by the <i>Producer</i> (i.e. where it does not conform to the specifications set out in the <i>Producer's</i> catalog or in any other document, statement or material, including online materials, issued by the <i>Producer</i> , or to the specifications set out in the confirmed order). However, a Qualitative Defect does not include a minor deviation from the characteristics of the <i>Merchandise</i> declared by the <i>Producer</i> (i.e. minor deviations from the declared size, shape or shades of color) that complies with the standards and that is generally accepted in mass production
<i>Quantitative Defect</i>	means a case when the quantity of the supplied <i>Merchandise</i> is in contravention of the accompanying documentation or when the delivered <i>Merchandise</i> differs from the <i>Merchandise</i> stated in the accompanying documentation
<i>Warranty Terms and Conditions</i>	mean these warranty terms and conditions
<i>Complaint</i>	means exercising the <i>Client's</i> rights arising from the <i>Seller's</i> liability for <i>Qualitative Defects of the Merchandise</i> or for <i>Quantitative Defects</i> in the delivery
<i>Processing Period</i>	means a period of 30 calendar days, starting from the day of the <i>Client's</i> proper <i>Complaint</i> submitted to the <i>Seller</i> . In exceptional cases when the processing of a <i>Complaint</i> requires an external assessment, this period may be extended, but in no event may it exceed 90 days from the day the <i>Client</i> properly lodged the <i>Complaint</i> with the <i>Seller</i> .

The Warranty Terms and Conditions specify a procedure for the *Client* and the *Seller* for a situation when, despite all efforts of the *Seller* and the *Producer* to maintain the high quality of the offered *Merchandise* and completeness of the delivery of the *Merchandise*, the *Client* has a legitimate reason to exercise the rights arising from the *Seller's* liability for a *Qualitative Defect* of the *Merchandise* or for a *Quantitative Defect* of the *Merchandise* in the delivery.



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Article I

GENERAL PROVISIONS

1. The *Warranty Terms and Conditions* are an integral part of the currently valid *GT&Cs*, with it understood that regarding the *Merchandise* subject to the *Complaint*, this document states the rights and obligations of the *Client* and the *Seller*. This document further expands on the principles and procedures the *Seller* will follow when handling the *Complaint*. With respect to *Complaints relating to Merchandise*, the terms stated in the *Warranty Terms and Conditions* take precedence over the provisions of *GT&Cs*.
2. By entering into a purchase contract and accepting the *Merchandise* from the *Seller*, the *Client* agrees to the *Warranty Terms and Conditions*.
3. When choosing the *Merchandise*, the *Client* must pay attention to its sort and size so that it meets the *Client's* needs. Prior to purchasing *Merchandise*, the *Client* will particularly take into consideration the purpose of the *Merchandise* and will choose the *Merchandise* accordingly. Only when the *Client* chooses the *Merchandise* with respect to its function, assortment and size can one anticipate fulfilment of utility value and the intended purpose of the *Merchandise*.

Article II

BASIC TERMS OF THE COMPLAINT

1. After delivery of the *Merchandise*, should the *Client* discover a *Qualitative* or *Quantitative Defect*, the *Client* has the right to lodge a *Complaint*.
2. The *Complaint* cannot be lodged if, after accepting the *Merchandise* by the *Client*:
 - a) The *Merchandise* has been damaged during further transport;
 - b) The *Merchandise* has been damaged as a result of improper processing, incorrect installation, excessive loading, or use, handling or operation contrary to the user manuals and instructions issued by the *Producer* (the current versions of the user manuals and instructions issued by the *Producer* are available at www.preciosacomponents.com under [Downloads](#));
 - c) The *Merchandise* has been stored in conditions that do not comply with the parameters and requirements set out in the storing conditions issued by the *Producer*, which form an annex to these *Warranty Terms and Conditions*;
 - d) The *Merchandise* has been damaged due to exposure to external influences such as chemical substances, water or other elements, or it has been damaged mechanically.

Article III

PLACE AND MANNER OF LODGING A COMPLAINT

1. The *Client* may only lodge a *Complaint* with the *Seller*.
2. The *Client* may lodge a *Complaint* either personally, in written form (via e-mail, fax or letter) or by phone.
3. In order for the *Complaint* to be properly lodged, the *Client* must present documents to the *Seller* regarding the business transaction to which the *Complaint* is related (see Article III, paragraph 4 of the *Warranty Terms and Conditions*). Besides that, for proper verification of the legitimacy of the *Complaint*, the *Client* must provide the *Seller* with necessary information to the extent of Article III, paragraph 5 of the *Warranty Terms and Conditions* and with all *Merchandise* subject to the *Complaint* according to



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Article III, paragraph 6 of the Warranty Terms and Conditions. The *Client* will pay all costs resulting from lodging the *Complaint*, including the costs of delivering the *Merchandise* subject to the *Complaint* to the *Seller*.

4. Documents related to the business transaction:

4.1. If the *Client* presents complete documentation, that is if

- a) in the case of a *Complaint regarding a Qualitative Defect*, the *Client* presents the purchase document for the *Merchandise* subject to the *Complaint* or proves by any other credible manner that the *Merchandise* has been purchased from the *Seller* and, at the same time, provides the *Seller* with all necessary information and all the *Merchandise* subject to the *Complaint* in the entire quantity subject to the *Complaint* for a professional assessment, or
- b) in the case of a *Complaint regarding a Quantitative Defect*, the *Client* proves credibly to the *Seller* that the *Merchandise* was either missing in the delivery or was replaced,

the *Seller* will proceed to handle the *Complaint* immediately, without any delay. Packing the *Merchandise* subject to the *Complaint* into its original primary packaging (envelope, box) will help prove the evidential force of the *Complaint* as well as speed up the handling of the *Complaint* significantly. Alternatively, the *Client* may present a photocopy of the original package. In that case, the *Processing Period* can be expected to be significantly shorter.

4.2. If the *Client* presents incomplete documentation, that is if:

- a) in the case of a *Complaint regarding a Qualitative Defect*, the *Client* presents only the *Merchandise* subject to the *Complaint* without any documentation (proof) of purchase of the *Merchandise* from the *Seller* or if the *Client* presents only documentation (proof) of purchase of the *Merchandise* from the *Seller* without presenting the *Merchandise* subject to the *Complaint* in the entire quantity subject to the *Complaint* or if the *Client* does not provide all necessary information, or
- b) in the case of a *Complaint regarding a Quantitative Defect*, the *Client* does not credibly demonstrate to the *Seller* that the *Merchandise* was either missing or was replaced,

the *Complaint* will not be properly lodged and the *Seller* is entitled, at its discretion, either to proceed with the *Complaint* as if it has been properly lodged, or to ask the *Client* to present the missing documentation, necessary information or the *Merchandise* subject to the *Complaint*, or to verify the legitimacy of the *Complaint* itself or through its representatives. Should the *Seller ask the Client* to present the missing documentation, necessary information or *Merchandise* subject to the *Complaint* and the *Client* fails to do so within a reasonable period, or should the *Seller* verify the legitimacy of the *Complaint* on the spot and finds out that the *Complaint* is unjustified, the *Seller* will be entitled to dismiss the *Complaint*.

4.3. If the *Client* does not present any documentation, the *Seller* will dismiss the *Complaint* as unjustified. In that case, the unjustified *Complaint* will be considered only a grievance that may serve the *Seller* as a valuable source of information for service improvement.

5. In all cases, the *Client* must provide the *Seller* with the following information necessary for the proper verification of a justified *Complaint*:

- a) a description of the *Merchandise* subject the *Complaint* – assortment, size, refinement;
- b) the reason for the *Complaint* and a description of the defect;



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- c) basic information about the processing of the *Merchandise* – the environments the *Merchandise* has been exposed to during the processing (washing or plating bath), the kind of glue used, the method of soldering fashion jewelry stones, the technique of ironing on HF products (temperature, time, material), etc.;
- d) the manner of storing and manipulation with the *Merchandise*;
- e) the quantity of the *Merchandise* subject to the Complaint (where only defective items are subject to the Complaint, the quantity of the *Merchandise* from which such items have been demonstrably sorted out)

The *Client* may propose to the *Seller* the preferred way of handling the *Complaint* (repair of the *Merchandise*, replacement of the *Merchandise*, refund of the purchase price, discount on the purchase price, or the delivery of missing *Merchandise*).

- 6. Unless the *Seller* expressly provides otherwise, the *Client* must always provide (submit) all the *Merchandise* subject to the Complaint to the *Seller* (to review the eligibility of the *Complaint*).
- 7. If the *Client* fails to present necessary information or all the *Merchandise* subject to the Complaint, the *Seller* will be entitled to dismiss the *Complaint*.

Article IV

PERIODS TO LODGE AND HANDLE A COMPLAINT

- 1. The *Client* is obliged to carefully examine the *Merchandise* immediately after its delivery, to see whether or not it has obvious *Qualitative* or *Quantitative Defects*.
- 2. Any *Complaints* regarding apparent *Qualitative* or *Quantitative Defects* must be lodged with the *Seller* within 14 days from the delivery date of the *Merchandise*. *Complaints* lodged later than 14 days from the delivery date of the *Merchandise* may be dismissed by the *Seller*.
- 3. The warranty period for latent *Qualitative Defects* is 12 months starting from the delivery date of the *Merchandise* unless local law provides otherwise. *Complaints* regarding latent *Qualitative Defects* must be lodged without undue delay after the latent defect is discovered, at the latest by the end of the warranty period. *Complaints* regarding latent *Qualitative Defects* lodged after the expired warranty period may be dismissed by the *Seller*.
- 4. Upon request, the *Seller* is obliged to provide the *Client* with a document stating the date the *Client* lodged the *Complaint*.
- 5. A *Complaint* lodged by the *Client* properly and on time will be handled within the *Processing Period*. The *Seller* will handle the *Complaint* either by removing the defects claimed within the *Processing Period* in compliance with Article V of the *Warranty Terms and Conditions*, or by informing the *Client* within the same period that the *Complaint* is considered unjustified and is therefore dismissed, together with the reasons therefor.

Article V

REMOVING DEFECTS

- 1. If the *Complaint* is lodged properly and on time and if the *Seller* accepts the *Complaint* as justified, the *Seller* must remove the defects.



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2. Where a *Quantitative Defect* is claimed, the *Seller* will remove the defect (in the case of missing *Merchandise*) by delivering the missing *Merchandise* or refunding the purchase price of the undelivered *Merchandise* to the *Client* (if already paid) and issuing a credit note for the issued invoice, or (in the case of incorrectly delivered *Merchandise*) by replacing the incorrectly delivered *Merchandise* with the *Merchandise* specified in the accompanying documentation, or, upon return of the incorrectly delivered *Merchandise*, by refunding the *Client* the purchase price of such incorrectly delivered *Merchandise* (if already paid) and issuing a credit note for the issued invoice.
3. Where a *Qualitative Defect* is claimed, the *Seller* will remove the defect by one the following ways:
 - a) If the defect may be removed by repair without affecting the visual aspect, function or quality of the *Merchandise*, the *Seller* will remove this remediable defect and deliver the repaired *Merchandise* to the *Client*;
 - b) The *Seller* will remove the defect by replacing the defective *Merchandise* with *Merchandise* without defects (provided that the *Client* returns the defective *Merchandise*, unless the *Seller* decides otherwise);
 - c) The *Seller* will refund the *Client* the purchase price for the returned defective *Merchandise* (if already paid) and will issue a credit note for the issued invoice;
 - d) The *Seller* will provide the *Client* with a reasonable discount on the purchase price of the *Merchandise* and issue a credit note for the issued invoice;

The *Seller* is entitled to choose among the above options for handling the *Complaint*. The *Seller* will inform the *Client* about the selected option no later than 15 days from the day on which the *Client* lodged the *Complaint*.

Article VI

FINAL PROVISIONS

1. If the subject of the *Complaint* is the application of fashion jewelry stones, the special “Warranty Terms for Applications”, which form an annex to and an integral part of these *Warranty Terms and Conditions*, apply in addition to the provisions above.
2. The *Warranty Terms and Conditions* are valid and effective from **1 July 2026** and are issued for an indefinite period. The *Warranty Terms and Conditions* may be amended by the *Seller* from time to time. Any *Complaint* regarding the *Merchandise* will be governed by the *Warranty Terms and Conditions* valid at the time of executing the purchase contract between the *Seller* and the *Client* relating the to the *Merchandise* subject to the *Complaint*.

Annexes:

[Storage Conditions](#)

[Warranty Terms for Applications](#)

