

GENERAL TERMS AND CONDITIONS

askpreciousandselect.com – July 8th 2026

ARTICLE 1 – PURPOSE

These General Terms and Conditions of Sale (hereinafter the "**Terms and Conditions**") define the respective rights and obligations of **ASK Precious & Select** and any person purchasing products through the website www.askpreciousandselect.com (hereinafter the "**Website**").

They apply to all sales of jewellery and accessories offered on the Website to private consumers.

Any order placed through the Website constitutes the Customer's full and unconditional acceptance of these Terms and Conditions, to the exclusion of any other terms or conditions.

These Terms and Conditions are available on the Website at all times and may be consulted before placing an order. They may be amended at any time to reflect legal, regulatory or commercial developments. The version applicable to the Customer's order is the one in force on the date the order is confirmed.

ARTICLE 2 – SELLER IDENTIFICATION

The Website www.askpreciousandselect.com is operated by **ASK Precious & Select**, a sole proprietorship established under Spanish law (**autónomo**), specialising in the online sale of jewellery and fashion accessories.

The Seller's details are as follows:

- **Trading name:** ASK Precious & Select
- **Owner:** Anne S. Kermanach
- **Legal status:** Sole Trader (Autónomo – Spain)
- **Tax Identification Number (NIF):** Y1652321S
- **Postal address:** Calle Jacinto Benavente 14 – Apartado 681, 29601 Marbella (Málaga), Spain
- **Email address:** askpreciousandselect@gmx.com
- **Website:** www.askpreciousandselect.com

ASK Precious & Select specialises in the careful selection and sale of jewellery and accessories for women and men, including unique pieces, personalised items, as well as products available to order or by pre-order.

For any questions relating to an order, a product or these Terms and Conditions, the Customer may contact **ASK Precious & Select** using the contact details provided above.

ARTICLE 3 – SCOPE OF APPLICATION

These Terms and Conditions govern the sale of products offered by **ASK Precious & Select** through its website www.askpreciousandselect.com, as well as the respective rights and obligations of the parties in connection with such sales.

They apply exclusively to sales concluded with private consumers acting for purposes outside their trade, business or profession (**B2C**). They do not apply to transactions between businesses (**B2B**), unless otherwise expressly agreed in writing.

Before confirming an order, the Customer acknowledges having read these Terms and Conditions and accepts them without reservation. Such acceptance is confirmed by ticking the corresponding checkbox during the ordering process.

These Terms and Conditions may be amended at any time. The version applicable to the Customer's order is the one in force on the date the order is confirmed.

These Terms and Conditions may be translated into several languages for the convenience of international customers. In the event of any inconsistency or discrepancy between the different language versions, the Spanish version shall prevail, subject to any mandatory consumer protection laws that may apply.

ARTICLE 4 – PRODUCTS

The products offered for sale on the Website consist of jewellery and fashion accessories carefully selected by **ASK Precious & Select** from brands and suppliers that meet the quality standards of the boutique.

Unless otherwise stated on the relevant product page, **ASK Precious & Select** acts solely as a retailer and is not the manufacturer of the products offered for sale.

Each product is presented as accurately as possible and includes, where applicable, a description, its main characteristics, the materials used, its dimensions (where provided by the manufacturer), and its price.

Photographs, videos and other visual representations are intended to depict the products as faithfully as possible. However, slight variations in colour, texture or finish may occur due to screen display settings, lighting conditions during photography or the natural characteristics of the materials used in the jewellery. Such variations shall not be regarded as defects or lack of conformity.

Products offered by **ASK Precious & Select** are available while stocks last. Certain collections or product references may be offered in limited quantities in order to preserve their exclusive nature. Any unavailability of a product after an order has been confirmed shall be governed by the provisions relating to product availability.

Where certain information is supplied directly by the manufacturer or the brand (including, but not limited to, materials, dimensions or commercial warranties), **ASK Precious & Select** takes reasonable care to ensure its accuracy but cannot be held responsible for any errors or subsequent changes communicated by the manufacturer

ARTICLE 5 – ORDERS

5.1 Placing an Order

Orders may only be placed through the Website www.askpreciousandselect.com.

The Customer selects the products they wish to purchase and adds them to their shopping cart.

Before confirming the order, the Customer may review the contents of the shopping cart, modify the selected products and correct any errors in the information provided.

To complete the order, the Customer must click the "**Place Order**" button (or any equivalent wording displayed on the Website). By clicking this button, the Customer acknowledges that placing the order entails an obligation to pay, confirms that they have read these Terms and Conditions, and accepts them without reservation.

Once the order has been submitted, the Customer will receive an email confirming that the order has been received. This acknowledgement of receipt merely confirms that the order has been successfully received and does not constitute final acceptance of the order.

The sales contract shall be deemed concluded only when **ASK Precious & Select** sends the Customer an order confirmation.

ASK Precious & Select reserves the right to refuse or cancel any order for legitimate reasons, including, but not limited to, product unavailability, an obvious pricing error, suspected fraud, or the impossibility of processing the order due to incomplete or incorrect information provided by the Customer. In such cases, the Customer will be informed as soon as reasonably possible and any sums already paid will be refunded in full.

5.2 Product Availability

Products offered for sale are available while stocks last, unless otherwise stated.

Certain products may be available only by special order, pre-order or may be subject to personalisation. In such cases, a specific preparation or procurement period may apply. The applicable timeframe will be indicated on the relevant product page or communicated to the Customer before the order is confirmed.

Should a product exceptionally become unavailable after the order has been confirmed, **ASK Precious & Select** will inform the Customer as soon as possible. The Customer may then choose to wait until the product becomes available again, select a replacement product or receive a full refund for the unavailable product.

ARTICLE 6 – PRICES AND PAYMENT TERMS

The prices displayed on the Website are expressed in euros (€) and include the applicable **Value Added Tax (VAT)** in accordance with Spanish legislation.

Delivery charges are not included in the product prices unless expressly stated otherwise. They are calculated according to the destination country, the selected delivery method and, where applicable, the weight or volume of the order. The applicable delivery charges are clearly indicated before the Customer confirms the order.

For orders shipped outside the European Union, any customs duties, import taxes or other charges imposed by the authorities of the destination country shall be borne exclusively by the Customer.

ASK Precious & Select reserves the right to modify its prices at any time. However, products will be invoiced on the basis of the prices in force at the time the order is confirmed.

Promotional offers, discounts and promotional codes are valid only during their stated validity period and subject to the applicable terms and conditions. Unless otherwise specified, they may not be combined with other offers and are not redeemable for cash.

In the event of an obvious pricing error resulting from, for example, a technical malfunction, data entry error or computer system failure, **ASK Precious & Select** reserves the right to cancel the affected order after informing the Customer and, where applicable, issuing a full refund of any amounts already paid.

Payment for orders is secure and may be made using the payment methods available on the Website at the time of purchase, including:

- Credit or debit card;
- Bizum;
- Bank transfer.

Orders will only be processed once payment has been successfully confirmed, unless the selected payment method requires a different processing procedure.

All payment transactions are processed through secure payment service providers. **ASK Precious & Select** never has access to its Customers' confidential banking or payment details.

ASK Precious & Select reserves the right to suspend or refuse any order in the event of confirmed or suspected fraud, unauthorised payment attempts, manifestly incorrect information or any conduct likely to compromise the security of payment transactions.

ARTICLE 7 – DELIVERY

7.1 Delivery Area

ASK Precious & Select delivers its products throughout Spain and to countries within the European Union.

As the business develops, delivery may also become available to additional destinations. The countries currently served are indicated on the Website at the time the order is placed.

7.2 Delivery Times

The delivery times indicated on the Website are provided for information purposes only. They may vary depending on the destination country, periods of high demand, logistical constraints, customs formalities or other circumstances beyond the reasonable control of **ASK Precious & Select**.

Any delay attributable to the carrier or resulting from a force majeure event shall not give rise to any liability on the part of **ASK Precious & Select**.

Where available, the Customer will receive a tracking number enabling them to monitor the progress of their shipment.

7.3 Carriers

Orders are shipped via **Correos** or any other carrier selected by **ASK Precious & Select** or its logistics provider in order to use the delivery service best suited to the destination.

Delivery charges are calculated according to the destination country, the delivery method selected and, where applicable, the weight or volume of the order. They are clearly indicated before the Customer confirms the order.

7.4 Delivery Address

Orders will be shipped to the delivery address provided by the Customer when placing the order.

Before confirming the order, the Customer is responsible for verifying the accuracy of all information provided, including the delivery address, contact details and any other information necessary for the successful delivery of the order.

The Customer undertakes to provide a complete, accurate and sufficiently detailed delivery address together with all information required to facilitate delivery, including, where applicable, the intercom number, access code, building, floor, apartment number, the name displayed on the mailbox or any other relevant information.

If incomplete, inaccurate or incorrect information results in a delivery delay, failed delivery or the return of the parcel, **ASK Precious & Select** shall not be held liable for the consequences. Any costs relating to the re-shipment of the order shall be borne by the Customer.

Once the order has been handed over to the carrier, any request to change the delivery address will be handled on a best-efforts basis, without any guarantee that such request can be accommodated.

7.5 Receipt of the Order

If the Customer is absent at the time of delivery, any redelivery or collection arrangements shall be governed by the carrier's applicable procedures.

Where the parcel is made available at a collection point or post office, the Customer must collect it within the period specified by the carrier. Failing this, the parcel may be returned to **ASK Precious & Select**.

If a parcel is returned due to the Customer's absence, refusal to accept delivery or failure to collect it within the specified period, a new shipment may be arranged at the Customer's request, provided that the associated shipping costs are borne by the Customer.

The Customer is encouraged to inspect the external condition of the parcel upon delivery and, where possible, before opening it.

If the parcel shows visible signs of damage or appears to have been opened during transport, the Customer is advised to notify the carrier immediately by making appropriate reservations and to contact **ASK Precious & Select** as soon as possible, preferably providing photographs of the damage.

Where the carrier's tracking information indicates that the parcel has been delivered to the address provided, but the Customer claims not to have received it, **ASK Precious & Select** may request the Customer's cooperation in carrying out the necessary investigations with the carrier before deciding whether a replacement shipment or refund may be appropriate.

If the carrier confirms that the parcel has been lost, **ASK Precious & Select** will assist the Customer with the necessary formalities and provide an appropriate solution in accordance with the applicable legal requirements.

7.6 Deliveries Outside the European Union

For deliveries outside the European Union, any customs duties, import taxes or other charges imposed by the authorities of the destination country shall be borne exclusively by the Customer.

ARTICLE 8 – CORRECTION OF ERRORS

Before confirming an order, the Customer may review the contents of the shopping cart, modify the selected products and correct any errors in the information provided.

If, after confirming the order, the Customer notices an error in the information submitted (including the delivery address, contact details or any other information relevant to the processing of the order), the Customer is invited to contact **ASK Precious & Select** as soon as possible.

ASK Precious & Select will make every reasonable effort to accommodate the requested changes, provided that the order has not already been prepared or dispatched.

Once preparation or dispatch of the order has commenced, any modification may no longer be possible or may result in additional charges. The Customer will be informed accordingly before any action is taken.

ARTICLE 9 – RIGHT OF WITHDRAWAL, RETURNS AND LEGAL WARRANTY

9.1 Right of Withdrawal

In accordance with applicable Spanish and European consumer protection legislation, the Customer has the right to withdraw from the purchase within fourteen (14) calendar days from the date of receipt of the order, without having to provide any reason.

To exercise this right, the Customer must notify **ASK Precious & Select** of their decision by means of an unequivocal statement sent by email or by using the withdrawal form available on the Website.

The notice of withdrawal must be sent to **ASK Precious & Select** within fourteen (14) calendar days from the date of receipt of the order. Saturdays, Sundays and public holidays are included in this period.

9.2 Conditions for Returning Products

Following notification of the decision to withdraw, the Customer has a further period of fourteen (14) calendar days to return the products.

Unless otherwise required by law or where the return results from an error attributable to **ASK Precious & Select**, the cost of returning the products shall be borne by the Customer.

Products must be returned:

- in their original condition;
- complete with all accessories supplied, where applicable;
- unworn, unused and undamaged;
- in their original packaging, where available.

The Customer shall be responsible for any reduction in the value of the products resulting from handling beyond what is necessary to establish their nature, characteristics and proper functioning.

For hygiene reasons, earrings that have been worn or, where applicable, whose sealed protective device has been removed cannot be refunded, unless they are affected by a lack of conformity or another defect covered by the legal warranty.

In accordance with applicable legislation, products made to the Customer's specifications, personalised products and custom-made items are excluded from the right of withdrawal.

The Customer remains responsible for the products until they are received by **ASK Precious & Select**. The Customer is therefore advised to use an appropriate shipping method providing parcel tracking and, where appropriate, insurance corresponding to the value of the returned products.

After receipt and inspection of the returned products, the refund will be made within a maximum of fourteen (14) calendar days using the same payment method as that used for the original purchase, unless the Customer expressly agrees to another method of reimbursement.

However, **ASK Precious & Select** may withhold the refund until the returned products have been received or until the Customer provides proof of dispatch, whichever occurs first.

9.3 Defective, Damaged or Incorrect Products

The provisions of this section apply exclusively to products that are defective, damaged or incorrectly supplied. They are separate from the right of withdrawal described in Articles 9.1 and 9.2.

If, upon receipt of the order, the Customer discovers that a product is defective, damaged or does not correspond to the item ordered, the Customer is invited to contact **ASK Precious & Select** as soon as possible in order to facilitate the handling of the claim.

The claim should include the order number together with one or more photographs of the product concerned. This information will enable **ASK Precious & Select** to assess the situation promptly and propose an appropriate solution.

Following examination of the claim, **ASK Precious & Select** will inform the Customer of the procedure to be followed.

Where the claim is accepted as justified, **ASK Precious & Select** will bear the cost of returning the product and will, where appropriate, offer a replacement, a refund or any other remedy provided for under applicable legislation.

This procedure is independent of the right of withdrawal. Accordingly, the fourteen (14) day withdrawal period applicable where the Customer simply changes their mind does not apply to claims relating to defective, damaged or non-conforming products, which are handled under the legal warranty of conformity.

Where a lack of conformity or an order preparation error is confirmed, **ASK Precious & Select** will, in accordance with the applicable legislation and depending on the circumstances, offer:

- repair of the product;
- replacement of the product;
- an appropriate price reduction; or

- a refund of the relevant amount.

Where the defect or error is attributable to **ASK Precious & Select**, the cost of returning the product and, where applicable, the cost of re-shipment shall be borne entirely by **ASK Precious & Select**.

9.4 Legal Warranty

Products sold by **ASK Precious & Select** are covered by the legal warranty of conformity provided for under applicable Spanish law. This warranty covers any lack of conformity existing at the time of delivery that becomes apparent within the period established by law.

The following are not covered by this warranty:

- normal wear and tear;
- damage resulting from improper use, inadequate maintenance or use contrary to the care instructions;
- scratches, impacts, accidental drops or deformation;
- damage caused by contact with chemicals, cosmetics, perfumes, household cleaning products or any other substance likely to affect the jewellery;
- repairs, alterations or other work carried out by anyone other than the manufacturer or **ASK Precious & Select**.

Minor differences in colour, texture, finish or dimensions resulting from the materials used, the manufacturing process or screen display settings shall not be regarded as a lack of conformity.

Gemstones, pearls, shells and other decorative elements may naturally vary slightly in colour, shape or texture. Such variations contribute to the unique character of each piece of jewellery and do not constitute a defect.

Certain products may also benefit from a commercial warranty offered by their manufacturer. Where applicable, this warranty will be indicated on the relevant product page. Any such commercial warranty is governed exclusively by the manufacturer's terms and conditions and is provided in addition to, and does not replace or limit, the legal warranty of conformity.

ARTICLE 10 – LIABILITY

10.1 Liability

ASK Precious & Select makes every reasonable effort to ensure the quality of the products offered for sale and the proper processing of Customer orders.

However, **ASK Precious & Select** shall not be liable for any delay, failure to perform or damage resulting from circumstances beyond its reasonable control.

In particular, **ASK Precious & Select** shall not be held liable for any temporary interruption or malfunction of the Website resulting from maintenance operations, technical incidents or any other cause beyond its reasonable control.

In any event, the liability of **ASK Precious & Select** shall be limited to the amount actually paid by the Customer for the order concerned, unless otherwise required by mandatory applicable law.

10.2 Force Majeure

ASK Precious & Select shall not be liable for any failure or delay in the performance of its obligations where such failure or delay results from an event beyond its reasonable control that is unforeseeable and unavoidable under the applicable legislation.

Events of force majeure include, but are not limited to:

- natural disasters;
- fires, floods or severe storms;
- pandemics, epidemics or measures adopted by public authorities;
- labour disputes, strikes or transport disruptions;
- wars, acts of terrorism or civil unrest;
- widespread failures of telecommunications or Internet networks;
- any other circumstance that reasonably prevents **ASK Precious & Select** from performing its obligations.

In such circumstances, the obligations of **ASK Precious & Select** shall be suspended for the duration of the force majeure event. If the situation continues beyond a reasonable period, the parties may agree to cancel the order and, where applicable, any sums already paid shall be refunded.

ARTICLE 11 – COMMUNICATIONS

Any communication between the Customer and **ASK Precious & Select** relating to an order, its performance or the application of these Terms and Conditions may be made by email or through any other contact method made available on the Website.

The Customer undertakes to provide a valid email address and to check their inbox regularly, including their spam or junk mail folder, in order to receive communications sent by **ASK Precious & Select**.

Order confirmations, shipping information, requests for information, notifications and any other communications sent electronically by **ASK Precious & Select** shall have the same legal effect as written communications in paper form.

ARTICLE 12 – WAIVER

The fact that **ASK Precious & Select** does not exercise or enforce any right under these Terms and Conditions at any given time shall not be construed as a waiver of that right or prevent it from exercising that right at a later date.

ARTICLE 13 – VALIDITY OF THE TERMS AND CONDITIONS

Should any provision of these Terms and Conditions be held to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 14 – PERSONAL DATA PROTECTION

In the course of processing orders and managing its relationship with Customers, **ASK Precious & Select** collects and processes certain personal data.

Such processing is carried out in accordance with the applicable legislation, including **Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR)** and the applicable Spanish data protection laws.

Details regarding the collection, use, storage and protection of personal data, together with the Customer's rights (including the rights of access, rectification, erasure, restriction of processing, objection, data portability and the right to lodge a complaint), are set out in the Privacy Policy available on the Website.

ARTICLE 15 – APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Spain.

If the Customer has any question or complaint relating to an order, they are encouraged to contact **ASK Precious & Select** first. **ASK Precious & Select** undertakes to examine the request carefully and to make every reasonable effort to reach an amicable solution as quickly as possible.

Failing an amicable settlement, any dispute shall be submitted to the competent Spanish courts, without prejudice to any mandatory provisions protecting consumers.