

GENERAL TERMS AND CONDITIONS OF PURCHASE

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund on any purchased items that contain a major problem. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In addition to the rights conferred by the Australian Consumer Law, the express warranties and policies set out in these General Terms And Conditions Of Purchase apply.

1. CHANGE OF MIND POLICY

Manhattan Jewellery reserves the right to refuse a refund based on any change of mind. Alternatively, we may provide an exchange or store credit if applicable in the circumstances however this does not apply to custom orders, watches, engraved, or altered pieces in any way. In order for us to process the exchange or store credit please keep a copy of your proof of purchase.

Please note that:

- Items purchased from Manhattan Jewellery may only be returned to or exchanged at the Manhattan Jewellery store located in Shop AG63 52 Soldiers Parade Edmondson Park NSW 2174.
- Should you wish to contact us with any queries we can be contacted at:

Manhattan Jewellery

Shop AG63 52 Soldiers Parade, Edmondson Park NSW, 2174

Phone: 9829 3457 or Email: manhattanedpark@gmail.com

2. RETURNS POLICY

A refund is only available if the item has a major problem as defined under the Australian Consumer Law (excluding special orders, watches, engraved, or altered pieces in any

way). You may not be eligible for a refund if it is found that you misused the item in a way that contributed to the problem.

Items sold and fulfilled by Manhattan Jewellery must be returned in-store within a reasonable timeframe. Refunds will only be made to the debit/credit card or financial account used for the original purchase, so please be aware of this if you intend to return an item given to you as a gift. If you wish to exchange the item without the original debit/credit card, you are eligible for a store credit worth the same value as the item.

Items must be in pristine condition with no damage, scratches, or signs of wear. All returns are subject to inspection by our quality assurance team before a refund or exchange is processed. Please ensure that you have a copy of your receipt to confirm your purchase details.

3. SPECIAL / CUSTOM ORDERS

A non-refundable deposit must be paid for a special or custom order (for example, where a specific size or metal type for goods has been requested by the customer, or if the goods have been resized, designed, custom made, or engraved at the customer's request). Manhattan Jewellery will only order the item/s when at least 50% of the agreed purchase price has been paid and received by the store.

The title to and property in the goods will not pass to the customer until the purchase price has been paid in full. Special orders are not covered by our Refund policy.

4. LAY-BY

The lay-by agreement is an initial deposit of 25% of the total price of the item. The title to and property in the goods will not pass to the customer until the purchase price has been paid in full. The purchase price must be paid within three (3) months of the date of the agreement. The lay-by agreement may be terminated by the customer before the expiration of the three (3) month period by attending the store. The amount received can

be refunded to the customer, however, a termination fee of 30% will apply to the deposit amount and anything else paid. On termination of the lay-by agreement, the goods may be returned to stock and the customer will have no claim to the goods. Alternatively, a store credit note can be provided on the amount paid minus a 10% termination fee on the amount paid by the customer.

5. WARRANTY POLICY

All Manhattan Jewellery items are covered by a 1-year limited warranty. The warranty covers all manufacturing defects in material and workmanship for 1 year from the date of purchase. The warranty does not cover parts or repairs for damage caused by accidents, mistreatment or normal wear and tear as reasonably determined by Manhattan Jewellery in its assessment of the item. Nothing in the above warranty is intended to exclude or restrict the application of the Competition and Consumer Act 2010 and the Australian Consumer Law, including any warranties or guarantees that cannot be excluded. Please refer to the first paragraph of these General Terms And Conditions Of Purchase for further information in that regard.

Seiko Watch Purchases:

Seiko watch invoices and warranties are addressed and issued to the relevant customer. There is no refund or exchange for Seiko watch purchases. Any issues regarding your Seiko watch can be addressed directly to Seiko through your warranty booklet.

Engravings:

Manhattan Jewellery will not engrave any words or characters that may: contain any objectionable content, profanity, or potentially insulting, offensive, inflammatory or defamatory statements; depict unlawful or illegal activity; damage or have the potential to damage the goodwill or reputation of Manhattan Jewellery; violate the intellectual property or any other right of any third party.

Resizing or altering a previously engraved product may impact the engraving finish, which may incur additional costs if you then wish to touch up, refurbish and/or redo the engraving.

6. INSURANCE

To provide our customers with peace of mind when purchasing an item from Manhattan Jewellery, an appraisal may be provided for all GIA-certified diamonds which can be taken to any insurance provider of your choice. The invoice is addressed and issued to the relevant customer.

7. AUSTRALIAN CONSUMER LAW

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8. GOVERNING LAW

This returns policy is governed by the laws in force in New South Wales, Australia. By reading this policy you agree to submit to the exclusive jurisdiction of the courts of this jurisdiction.

9. CONSENT

By using this website you are agreeing to the terms of our policy. We reserve the right to modify our returns policy as our business needs require. We will post such changes on our website, after which, your continued use of the website shall be deemed to be your agreement to the modified terms.