

General Terms and Conditions (GTC)

LARUSCA Perlenschmuck®

Version dated: 14 October 2026

1. Supplier and scope of application

These General Terms and Conditions (GTC) apply to contracts for the purchase of jewellery and related services provided by LARUSCA Perlenschmuck®, provided that they were made available to the customer before the contract was concluded. They apply in particular to sales following an enquiry via the website, by email, by telephone or through another form of individual communication and, where applicable, to sales at a market stall or directly at the manufactory.

The supplier and contracting party is:

LARUSCA Perlenschmuck® Renata Rusconi

Stradón 24

6653 Verscio

Switzerland

Email: renatarusconi@larusca.ch

Website: www.larusca.ch

For purchases concluded directly on site, those provisions of these GTC that are relevant to the respective purchase shall apply.

2. Incorporation, version and language of the GTC

For offers and distance sales, the GTC are made available to the customer before the contract is concluded in a form that can be saved, or they are enclosed with the offer. Upon acceptance of the offer, they become part of the contract.

For sales at a market stall or directly at the manufactory, the customer is informed before the contract is concluded that the GTC apply. The GTC can be inspected on site and, on request, provided in paper or electronic form.

The version of the GTC made available at the time the contract is concluded applies to the respective contract. Subsequent amendments to these GTC do not apply retrospectively to contracts already concluded.

The GTC may be provided in several languages. In the event of unintended discrepancies between the language versions, the German version shall prevail to the extent permitted by law.

3. Products and product representations

The jewellery offered is described and depicted with the greatest possible care. Pearls, shells and other natural or nature-based materials may vary slightly in colour, shape, structure, surface, lustre and size. Such variations inherent in the material form part of the individual character of each piece of jewellery and do not constitute a defect.

Product images are for illustrative purposes. Technical differences in screen display, particularly in colour, brightness and perceived size, are possible. The expressly agreed characteristics of the specific piece of jewellery stated in the offer shall be decisive.

4. Enquiry, offer and conclusion of contract

The presentation of jewellery on the website does not constitute a legally binding offer. An enquiry from a customer is non-binding and creates no obligation either to purchase or to supply.

After reviewing the enquiry, LARUSCA Perlenschmuck® may issue a binding offer. The offer specifies in particular the piece of jewellery concerned or the agreed custom work, the price, any shipping costs,

payment terms, individual agreements and the validity period. The GTC are enclosed with the offer or made available together with it in a form that can be saved.

Unless otherwise stated in the offer, the offer is valid for seven calendar days. The validity date stated in the offer shall be decisive.

The contract is concluded as soon as the total amount stated in the offer has been received by LARUSCA Perlenschmuck® within the offer period. If a deposit has expressly been agreed in the offer, the contract is concluded upon timely receipt of that deposit.

If the agreed payment is not received within the offer period, the offer expires without any further obligation for either party. Payment received after the expiry of the period does not automatically result in the conclusion of a contract. In such a case, LARUSCA Perlenschmuck® may expressly confirm acceptance or refund the amount received.

LARUSCA Perlenschmuck® is free to decline a non-binding enquiry or not to issue an offer.

For purchases at a market stall or directly at the manufactory, the contract is concluded by mutual agreement on the piece of jewellery and the price. Payment is normally made immediately unless otherwise agreed.

5. Prices and payment terms

All prices are generally stated in Swiss francs (CHF). The total amount stated in the specific offer shall be decisive.

Any shipping costs or other individually agreed costs are shown separately in the offer. The available payment methods are those stated in the offer or, for an on-site purchase, those offered at the point of sale.

Unless otherwise agreed, delivery or personal handover takes place only after full payment has been received. A receipt is issued after payment; for shipments, a delivery note is also enclosed or provided.

6. Delivery, shipping and enquiries from abroad

Deliveries are currently generally offered within Switzerland. Deliveries abroad are not part of the standard offering and are made only by prior individual agreement.

Where delivery abroad has been agreed, the shipping method, shipping costs, any customs formalities, import duties, taxes and other country-specific conditions are set out in the offer. Unless otherwise agreed or mandatory law provides otherwise, the customer bears the import duties and taxes levied in the country of destination.

Shipping is generally carried out by a suitable delivery service and, where appropriate, by a trackable or registered shipping method. Personal handover may be agreed separately.

Stated delivery or completion times are estimates unless they have expressly been guaranteed as binding dates. Delays caused by circumstances that LARUSCA Perlenschmuck® cannot influence despite exercising reasonable care do not give rise to liability for resulting consequential loss. Mandatory statutory rights remain unaffected.

If, exceptionally, a piece of jewellery that has already been paid for cannot be delivered and no equivalent solution accepted by the customer is possible, payments already made for the unperformed service will be refunded.

For shipments to consumers, benefit and risk pass to the customer upon actual handover of the piece of jewellery to the customer or to a person designated by the customer and authorised to receive it.

7. Returns and exchanges

For ordinary distance purchases, Swiss law generally provides no general statutory right of withdrawal or return. Statutory warranty rights in respect of defective goods remain unaffected.

In individual cases, LARUSCA Perlenschmuck® may, as a gesture of goodwill, permit the return of an unworn piece of jewellery. There is no entitlement to such a return. A corresponding request must be submitted in

writing or by email within seven calendar days of receipt of the goods. The goods should be returned only after confirmation by LARUSCA Perlenschmuck®.

A condition for a voluntary return is that the piece of jewellery is unworn, undamaged, complete and unaltered. In the case of a voluntary return, the customer bears the costs and risk of return shipping.

The following in particular are excluded from voluntary return or exchange:

- individually made pieces of jewellery;
- personalised pieces of jewellery;
- custom-made pieces;
- pieces of jewellery changed, adapted or resized at the customer's request.

Any mandatory statutory rights of withdrawal or cancellation applicable to an exceptionally agreed cross-border transaction remain unaffected.

8. Warranty and defects

The statutory provisions governing warranty for defects apply unless these GTC validly provide otherwise. Mandatory statutory warranty periods remain unaffected.

The customer is requested to inspect the piece of jewellery upon receipt and to notify any apparent defects as soon as possible. Latent defects are to be reported after discovery. The statutory requirements governing inspection and notification of defects remain decisive.

The following in particular do not constitute a defect covered by warranty:

- minor variations inherent in natural materials in colour, shape, structure, surface, lustre or size;
- normal wear and tear and customary changes due to age or use;
- damage resulting from improper handling, care or storage;
- damage caused by unsuitable cleaning agents or cleaning tools;
- damage caused by dropping, impact, pulling, crushing, chemicals or other external influences;
- alterations or repairs carried out by third parties, insofar as they caused the defect being claimed.

Where there is a justified warranty claim, the parties will seek an appropriate solution together. LARUSCA Perlenschmuck® may in particular offer repair or, where possible, replacement. The customer's mandatory statutory rights remain unaffected.

9. Individual commissions and customer-requested alterations

Individual commissions and alterations are described as precisely as possible in the respective offer. Upon acceptance of the offer, the characteristics specified in it are deemed agreed. Minor variations inherent in natural materials remain reserved.

Requests for alterations after conclusion of the contract may result in additional costs and an extension of the completion time. Such alterations will be carried out only after the resulting adjustments to price, execution or timing have been agreed.

Cancellation of an individual commission after conclusion of the contract is possible only with the consent of LARUSCA Perlenschmuck®. Work already performed, materials procured specifically for the commission and expenses that can no longer be reversed may be charged. Payments already made will be credited against these amounts.

Pieces of jewellery individually made or altered at the customer's request are excluded from voluntary return and voluntary exchange. Mandatory statutory rights, particularly in the event of defects, remain unaffected.

10. Care and proper handling

Pearls and other materials used in the jewellery may be sensitive to chemicals, cosmetics, perfume, hairspray, cleaning agents and chlorinated or salt water. After being worn, jewellery should be cleaned with a soft cloth and stored appropriately.

Further care instructions may be provided on www.larusca.ch or supplied with the piece of jewellery.

Damage demonstrably caused by improper handling, care or storage does not constitute a defect covered by warranty.

11. Data protection

Information on the processing of personal data can be found in the current Privacy Policy of LARUSCA Perlenschmuck®. The Privacy Policy is provided separately and does not form part of these GTC; it provides information on the processing of personal data in accordance with the applicable data protection provisions.

12. Liability

LARUSCA Perlenschmuck® is liable in accordance with the statutory provisions. To the extent permitted by law, liability for slight negligence and for indirect or consequential loss is excluded.

Liability for damage resulting from improper use, handling, care or storage, or from unauthorised alterations to the piece of jewellery, exists only to the extent that LARUSCA Perlenschmuck® is required to bear such liability under mandatory law.

Mandatory statutory liability provisions remain unaffected, in particular liability for intentional or grossly negligent conduct and mandatory product liability provisions.

13. Trade mark, copyright and other intellectual property rights

LARUSCA Perlenschmuck® is a protected trade mark. The purchase of a piece of jewellery does not transfer any rights in the trade mark name, logo, photographs, texts, graphics, designs or other protected content of LARUSCA Perlenschmuck®.

Pieces of jewellery and their designs may be protected by copyright, design rights or other intellectual property rights. Commercial reproduction or use of protected content requires the prior consent of the respective rights holder.

14. Individual agreements and final provisions

Individual agreements contained in the specific offer take precedence over these GTC insofar as they expressly contain differing provisions.

If individual provisions of these GTC are wholly or partly invalid or unenforceable, the validity of the remaining provisions remains unaffected to the extent permitted by law. The applicable statutory provisions shall take the place of the invalid provision.

15. Applicable law and jurisdiction

Swiss law applies. Mandatory consumer protection provisions of another country that must apply to an individually agreed cross-border transaction under the applicable rules of private international law remain unaffected.

The statutory places of jurisdiction apply to consumers. For all other disputes arising from or in connection with a contract with LARUSCA Perlenschmuck®, the place of jurisdiction shall, to the extent permitted by law, be Locarno, Canton of Ticino.