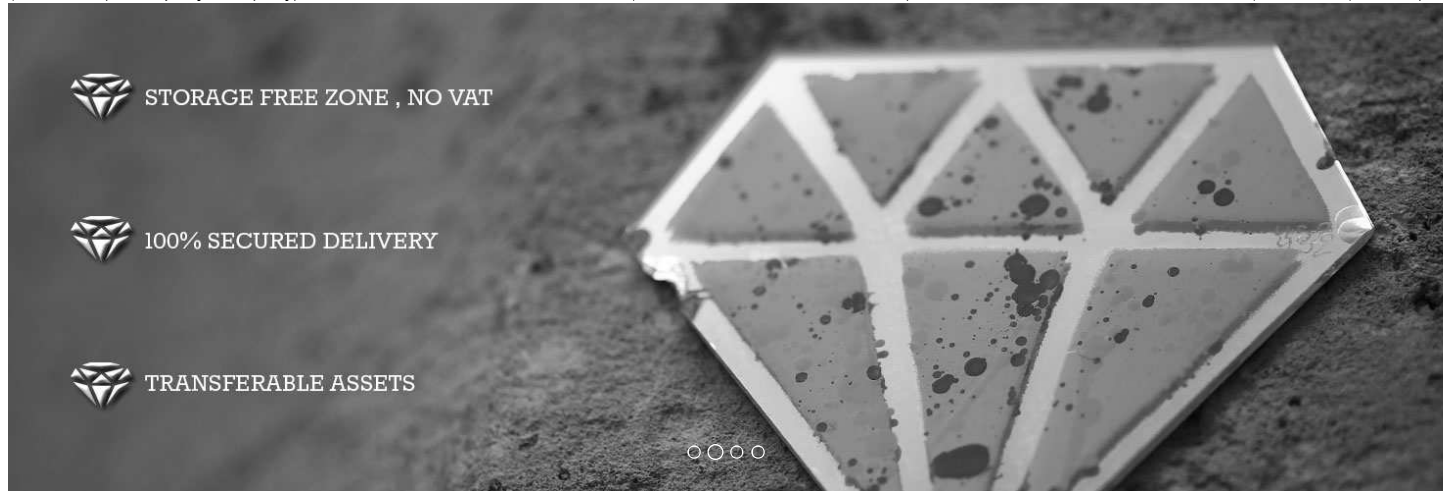


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Capital Diamond (/)

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TERMS OF SALE

PREAMBLE

The site is owned by the seller, Capital Diamond, a limited liability company with a capital of € 200,000, whose registered office is located at the following address: 3 rue du Commandant Pilot, 92200 Neuilly-sur-Seine, France, and registered with the RCS Nanterre 811 934 173 VAT Number: 811934173 EN29. The following provisions are intended to define the terms of sale on the www.capital-diamond.com site. These general Terms and Conditions (hereinafter "GTC") define the rights and contractual obligations of the seller and his customer as part of a remote sale and by electronic means, of goods and products.

The Terms exclusively govern the relationship between the vendor and the customer on the sale of diamonds and services on the site. The GTC constitute the entire obligations of the parties. The Customer is deemed to accept them without reservation otherwise the order will not be validated. In case of doubt on one of the conditions of sale, the procedures in force in the remote selling sector by companies whose registered office is in France and the Consumer law apply.

Capital Diamond is a seller of diamonds. It does not offer financial services or investment advice and does not act as a fund manager. The Customer is the only one to decide about the purchase of Diamonds. Capital Diamond also offers guarding in safe or direct delivery service of Diamonds which a client would have acquired. The seller reserves the right to modify the GTC punctually. These changes will be effective upon being present on the website.

ARTICLE 1. ONLINE CATALOGUE

Through the site, the seller provides the Customer a catalog or an online store with exactly the same products sold without the photographs having a contractual value. Products are described and presented with the greatest possible accuracy. However, in case of errors or omissions in the presentation, the seller's liability will be incurred as a result. Products are offered subject to availability. Prices and fees for selling the products are specified in the catalog or when ordering online.

ARTICLE 2. Prices

The seller reserves the right to change prices at any time by publishing them online. Only the current rates listed at time of order apply, subject to product availability at that date. Prices are in Euros and do not include delivery charges, which are charged extra. Shipping fees are indicated before validation of the order by the Customer.

The prices include taxes applicable at the date of order and any change in the rate of these taxes will be reflected in the price of the product catalog or online store. The total amount of the order (all taxes included) except delivery fees, is shown before final validation of the order. Payment of the full price must be made when ordering.

Capital Diamond ne vend que des diamants d'investissements et en aucun cas ne fait de ventes aux détails. Le client s'engage à acheter au minimum 3 diamants a titre de stockage uniquement. Dans le cas d'un achat non conforme soit moins de 3 diamants, le client s'engage a compléter le paiement de son dit Achat, au prix du rapaport +5% + T.V.A de frais de mise en circulation sur le marché public.

Client dit VIP

Le client devient VIP par le biais de commande ou d'achat à partir de 50.000 € Celui-ci se verra payer ses frais de déplacement, de vue par un expert ainsi que ses frais de stockage pendant 3 années consécutives Dans le cas d'une rétractation non justifiée Capital Diamond se donne le droit de réclamer les frais engendrés en retour.

ARTICLE 3. ONLINE ORDER

Customer may place orders on the website or by phone.

By ordering, the customer accepts the price and description of products. The Customer shall accept by clicking where indicated, the general conditions of sale, so that the order is validated.

The Customer must provide a valid shipping address and acknowledges by these terms and conditions of sale that any exchange with the seller may be performed act through this address.

The Customer must also choose between Diamond or guarding and validate the method of payment. The seller reserves the right to block the Customer's order in case payment is not performed, a wrong address or any other problem with the Customer account, until resolution.

ARTICLE 4. CONFIRMATION AND PAYMENT ORDER

Any confirmation of order implies your full acceptance of these terms of sale without exception or reservation.

This is an order with payment obligation, which means that the placement of the order implies the Customer settlement.

4.1 PAYMENT

The customer makes the payment at the time of the final validation of the order. In the event that for any reason whatsoever, opposition, rejection or other transmission flow of money owed by the Customer is not feasible, the COMMAND would be canceled and the sale automatically terminated.

4.2 CONFIRMATION

Upon receipt of the validation of purchase and payment by the Customer, the seller transmits to the latter, the email address he has specified, confirmation of receipt of the order and a copy of the contract to print. The seller is required to send an invoice to the Customer upon delivery. The Customer may request sending of the bill to another address than the delivery by addressing a request to that effect to the Customer Service (see contact information below) before delivery. In case of unavailability of a product, the seller will keep the Customer informed by e-mail as soon as possible to cancel the order of this product and pay the related price, the rest of the order remaining firm and definitive. The Customer may still assert his right of withdrawal within 14 days from the time the information about the unavailability of the product was sent to him. For questions concerning the follow up of an order, the Customer may contact the Customer Service at the following: contact@capital-diamond.com

Ces dit droits ne sont applicables qu'à la vente et livraisons par correspondance, le retrait dans un des bureaux de Capital-Diamond engage le client à son achat ferme et définitif.

Toutes rétractations seront considérées comme nulles.

ARTICLE 5. PAYMENT

All forms of payment available to the Customer are listed on the seller's website:

- CB [Bank Account] (maximum € 5,000)
- Bank transfer
- Bank check

The Customer guarantees the seller that he has the required permissions to use the payment method chosen by him, when placing the order.

ARTICLE 6. Guarding Safe

When the Customer opts for the storage service, it accepts that diamonds acquired via the site are transferred and stored in secure safe in the free zone to free ports and warehouses in Geneva in Switzerland or France, with the Brinks company. This guarding service includes insurance against theft or damage of stored Diamonds. Capital Diamond guarantees that the diamonds owned by the Customer exist, they are kept in safes and that the Customer is the sole owner of the Diamonds in his account.

The Customer shall pay a fee for guarding the Diamonds. Rates are available on the website. Fees are calculated annually based on the maximum value of diamonds stored. The safe guard service is offered with commitment. In the event that the Customer no longer desires guarding service, the Customer must pay 480 € (out of taxes) as cancellation fees. The diamonds will be delivered to the address indicated in his personal settings. The Customer then undertakes consequently to compulsorily cover the shipping costs of the diamonds and the VAT rate in force at the time of delivery, according to the original purchase amount of Diamonds. It is expressly agreed that Capital Diamond retains ownership of the diamonds until full payment thereof by the Customer and their management costs and storage.

The Customer has no direct access to the coffers. To access the safe, the Customer can make a request by mail to account manager assigned to the Customer because it must be accompanied by a person designated by Capital Diamond and the service provider in charge of the guard. The cost of this service will be defined depending on the provider and the duration of the visit without additional billing by Capital Diamond.

ARTICLE 7. DELIVERY

The delivery is made after confirmation of payment by the Seller banking organization. The products are delivered to the address indicated by the Customer on the online form serving as order, and the Customer will ensure its accuracy. Every parcel returned to the seller because of an incorrect or incomplete shipping address will be returned at the Customer's expense. In case of error in the wording of the email address or contact information provided by the Customer, Capital Diamond can not be held responsible for the inability to confirm the order or make delivery to the Customer.

The delivery system used by Capital Diamond and fees are indicated on the www.capital-diamond.com site. For all orders, the manager of the Customer account will be responsible for forwarding the estimate to the customer. Delivery can be made anywhere in the world and may involve all or only part of the order made on the www.capital-diamond.com site. Capital Diamond insures diamonds transported during delivery and is responsible for the secure transport provider selected for this service.

The Diamond(s) is(are) are delivered to the place indicated by the Customer within thirty (30) days (excluding force majeure) after receipt of full payment of the order including the cost of purchase and Delivery. If the event the place of delivery is modified by the Customer, cancellation of its application delivery after sending them, or no show, the Customer upon initial delivery by the Carrier, requiring a carrier second displacement or return to sender, Capital Diamond reserves the right to charge the Customer for additional fees.

The Customer, upon receipt of the package, shall check the received diamonds to ensure their full compliance with the order. The Customer will be able to refuse delivery, subject to mention it on the delivery voucher given by the carrier. Furthermore, the Customer has a period of seven (7) business days from receipt of delivery to check the conformity of the delivered diamonds and to inform Capital Diamond by phone or e-mail of its steps.

7.1 LATE DELIVERY AND TERMINATION

In case of late delivery, the seller will inform the Customer, which may cancel the contract and request a refund within 14 days of the notification. Total refund of the product and delivery charges, or redirecting if necessary, is then carried out. Termination of the contract must be made in writing to the following address: contact@www.capital-diamond.com or by mail to: 3 rue du Commandant Pilot, 92200 Neuilly-sur-Seine, France. Any cancellation not made according to the rules defined above and on time defined above will not be taken into account and will release the seller from any vis-à-vis responsibility toward the Customer.

7.2 CHECKING THE ORDER

The package will be delivered to Customer against signature and with presentation of a valid identity document. If at the time of delivery, the original packaging is damaged, torn or open, the Customer must check the condition of the products. If they were damaged, the Customer must imperatively refuse the parcel and mention a note on the delivery voucher. The Customer must indicate on the delivery order, and in written form, any anomaly concerning the delivery. Product verification is considered completed once the Customer or a person authorized by him, signed the delivery voucher. If deemed necessary, the Customer shall inform the seller of his reservations in writing. Any reservation not made according to the rules defined above and on time will not be taken into account and will release the seller from any vis-à-vis responsibility toward the Customer.

Upon receipt of the claim, the seller will allot an exchange number for the concerned product(s) and communicate it by e-mail to the Customer. Any claim not made according to the rules defined above and on time will not be taken into account and will release the seller from any vis-à-vis responsibility toward the Customer.

7.3 DELIVERY ERROR

In case of error of delivery and / or non-compliance of products in relation to entries on the order voucher, the Customer will make his claim against the seller on the day of delivery or not later than the next business day of the delivery.

7.4 ORDER RETURN

The diamond to replace or refund must be returned in its entirety and in its original packaging. The replacement or refund will be done once the diamond is authenticated and certified, complying with the diamond sent when ordering. Any claim or return not made according to the rules defined above and within the time limits will not be taken into account and will release the seller from any vis-à-vis responsibility toward the Customer. The costs and the responsibility for returning are on the Customer.

ARTICLE 8. WARRANTIES OF PRODUCTS

All our products have the legal guarantee of compliance and the guarantee against hidden defects. In case of non-compliance of a product sold, it can be returned, replaced or refunded. All claims, requests for replacement or refund must be made in writing within 30 days of delivery. Products must be returned in the condition in which you received them with all the elements (accessories, packaging, manuals ...). The shipping costs will be reimbursed based on the rate charged and the cost of return will be refunded upon presentation of receipts.

ARTICLE 9. UNAVAILABILITY OF PRODUCTS AND REIMBURSEMENT

In case of unavailability of a product ordered, the Customer will be notified by email. The Customer will have the possibility to cancel the order and will thus have a choice between a refund of amounts paid by him within 30 days at the latest of their payment, or replacement of the product.

ARTICLE 10. RIGHT OF WITHDRAWAL

The Customer may exercise his right of withdrawal and return the product within fourteen (14) days at the latest after delivery without having to explain his decision. The Customer will assert his right of withdrawal by contacting Customer Service as follows: By completing the following withdrawal form or in a statement devoid of any ambiguity expressing his willingness to recant or by returning:

- By electronic mail to: contact@capital-diamond.com
- By mail by registered letter with return receipt to: Capital Diamond, 3 rue du Commandant Pilot, 92200 Neuilly-sur-Seine, France.

Withdrawal form to be sent by registered letter with acknowledgment of receipt:

Attention Capital Diamond :

I hereby notify you by this letter of withdrawal from contract No. / or part of Contract No. (Specify the diamond(s) concerned) concerning the sale of the property. Ordered And received :

Specify :

- Name of the Customer
- Customer Address
- Signature of the Customer
- Date

After communicating its decision to withdraw, the customer then has fourteen (14) days to return or send back the property to the seller. Any withdrawal or return not made in the rules defined above and within the time limits could not be taken into account and release the seller from any vis-à-vis responsibility toward the Client. The Customer may request replacement or refund of the returned product, without penalty, except for return costs remaining on his responsibility. However, in case of replacement, delivery charges can again be charged to the Client. The return or replacement of the product will be accepted for products in whole, intact and in their original sealed (if sold under seal), and only after checking the authenticity of products returned by an authorized laboratory to do this by Capital Diamond. Certain products and services, due to their intrinsic quality, cannot be subject to the withdrawal right, and cannot be reimbursed, including but not limited to the products covered by Article L. 121-21-8 of the Law of consumption.

Ces dit droits ne sont applicables qu'à la vente et livraisons par correspondance, le retrait dans un des bureaux de Capital-Diamond engage le client à son achat ferme et définitif.

Toutes rétractations seront considérées comme nulles.

ARTICLE 11. RESPONSIBILITIES

The Client is solely responsible for any purchasing decisions and sales he makes. As such, Capital Diamond draws the Customer attention to the fact that:

Diamonds may be subject to possible price fluctuations, due to various unforeseeable developments and / or external to the will of Capital Diamond.

Capital Diamond does not guarantee the resale price of diamonds. And Capital Diamond cannot guarantee any capital gain on the value of diamonds purchased on the website and can not be held liable for any impairment of Diamonds purchased on the site.

Capital Diamond does not offer financial services or investment advice and does not act as a fund manager. It is only a seller of diamonds or intermediary for the sale of diamonds. The responsibility of Capital Diamond cannot be sought in any way, even in case of advice provided as part of an investment diamond. If Capital Diamond provides advice and analysis on certain investment Diamonds, prices and the market, it states that the past performance does not prejudice future performance.

Capital Diamond will not be held responsible in case a customer could not resell the diamond through the resale mechanism proposed by Diamond Capital or outside of it. The resale depends on several criteria such as market fluctuations, economic conditions, method of resale and the price and the level of offer and demand.

ARTICLE 12. DATA PROTECTION

The seller archives in his computer systems purchase orders and invoices on a reliable and durable as a true copy. The Seller warrants his Customer of the protection of personal data of the latter. The seller has made a statement to this effect to the CNIL. The Customer has the right to access, modify and delete information collected, including by addressing to Customer Service at: contact@capital-diamond.com

ARTICLE 13. INTELLECTUAL PROPERTY

All elements of this website are the exclusive intellectual property of the Seller and his partners. No one is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the site such as are software, visual or sound.

These general conditions were presented to the Commerce Chamber and to the French and European Industry Chamber.



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- [CGU \(/CGU#cgu\)](#)
- [The privacy guarantee \(/the-world-of-diamonds#confidentiality\)](#)
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USEFUL INFORMATION

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- [A few advices before investing \(/A-few-advices-before-investing#advices\)](#)
- [Kimberley process \(/kimberley-process#process\)](#)

Capital Diamond (/)

Capital Diamond

Trade name : Invest diamond Market LTD.

Primett Road - Stevenage

HERTFORDSHIRE - SG1 3EE

Company Number 10384559

contact@capital-diamond.com (mailto:contact@capital-diamond.com)

Phone : +44 2035.145448



100% secure payment
Fraud Control / Secure SSL

A service provided by Capital-diamond Market