

TERMS & CONDITIONS

Return and Exchange Policy: Terms and Conditions

All sales for any jewellery, watches or other goods (collectively, the “**Goods**”) sold by Raffi Jewellers Yorkdale Inc., Raffi Jewellers Square One Inc. and/or their respective affiliates and agents (collectively, “**Raffi Jewellers**”) to the Customer are final and do not qualify for any refunds.

Exchanges of regularly priced Goods are accepted within seven (7) days of the date of the original purchase, subject to the following:

- (i) The Goods must be new and in new condition and must not have not been worn;
- (ii) The Goods must be accompanied by the original sales receipt, the original packaging and the warranty card and other materials;
- (iii) Goods are not eligible for exchange if they have been altered, modified, re-sized and/or had manufacturers’ stickers removed;
- (iv) There is no exchange of any discounted or on sale items;
- (v) Exchanges can only be made at the store of purchase and will not be recognized as valid at any other store;
- (vi) Earrings (including earring pendants) and watch straps cannot be returned or exchanged for reasons of hygiene and safety;
- (vii) Special Order Goods and Layaway Purchases are not eligible for exchange; and
- (viii) All exchanges are final: any Goods that have been previously exchanged may not be further exchanged.

RAFFI JEWELLERS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE GOODS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Layaway Policy: Terms and Conditions

All jewellery, watches or other goods (collectively, the “**Goods**”) sold by Raffi Jewellers Yorkdale Inc., Raffi Jewellers Square One Inc. and/or their respective affiliates and agents (collectively, “**Raffi Jewellers**”) to the Customer pursuant to a layaway (the “**Layaway Purchase**”) are subject to the following terms and conditions:

- (i) Raffi Jewellers will, in its sole discretion, determine the deposit amount applicable for the Layaway Purchase (the “**Deposit**”), the payment period of up to 90 days (the “**Layaway Period**”) and the frequency of such payments (together with the Layaway Period, the “**Payment Plan**”) during which payments are due for the balance of the purchase price, plus applicable taxes (collectively, the “**Purchase Price**”) that is owing for the Goods (collectively, the “**Balance Owing**”);
- (ii) The Layaway Purchase constitutes a sale of the Goods;
- (iii) The Customer is responsible for paying the Balance Owing in accordance with the Payment Plan;
- (iv) All Layaway Purchases are final, may not be cancelled and do not qualify for any refunds;
- (v) If the Balance Owing has not been paid by the end of the Layaway Period, the Layaway Purchase will be deemed cancelled (the “**Cancellation**”) and Raffi Jewellers may return the Goods to inventory and resell them. In the event of a Cancellation, the Customer will be responsible for a restocking fee of 35% of the manufacturer’s suggested retail price as liquidated damages flowing from the Customer’s breach of contract (the “**Cancellation Fee**”);
- (vi) The Cancellation Fee will be set off and deducted from the Deposit and any payments made pursuant to the Layaway Purchase, and the Customer will be responsible for paying the remaining balance of the Cancellation Fee, if any;
- (vii) Should the Deposit and any payments made pursuant to the Layaway Purchase paid by the Customer exceed the Cancellation Fee, the Customer shall receive the difference in store credit;
- (viii) Goods on a Layaway Purchase are not eligible for exchange, refund or store credit, other than as set out above. Once the Goods are fully paid for they are subject to the Return and Exchange Policy: Terms and Conditions;
- (ix) The Customer will provide Raffi Jewellers with a valid mailing address, email address and telephone number where they can be contacted from time to time regarding the Layaway Purchase. The Customer will keep such information current and updated at all times; and
- (x) The Customer must present two pieces of valid government issued photo ID, such as a driver’s license, provincial health card or passport, in order to collect any Goods pursuant to a Layaway Purchase.

CUSTOMER ACKNOWLEDGES THAT RAFFI JEWELLERS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE GOODS OR ANY LAYAWAY PURCHASE, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Special-Order Policy: Terms and Conditions

All special order sales for any jewellery, watches or other goods (collectively, the “**Goods**”) sold by Raffi Jewellers Yorkdale Inc., Raffi Jewellers Square One Inc. and/or their respective affiliates and agents (collectively, “**Raffi Jewellers**”) to the Customer (the “**Special Order Purchase**”) are subject to the following terms and conditions:

(i) Raffi Jewellers will, in its sole discretion, determine the deposit amount applicable for the Special Order Purchase (the “**Deposit**”);

(ii) The Special Order Purchase constitutes a sale of the Goods;

(iii) All Special Order Purchases are final, may not be cancelled and do not qualify for refunds. The Deposit is non-refundable and the Customer is responsible for paying the remaining balance of the purchase price, plus applicable taxes (collectively, the “**Purchase Price**”) that is owing for the Goods (collectively, the “**Balance Owing**”) once the Goods arrive in the store the Customer has been informed that they are ready for pick-up;

(iv) The Balance Owing must be paid in full within thirty (30) days from the date of notification (the “**Special Order Deadline**”) for pick up;

(v) If the Balance Owing has not been paid by the end of the Special Order Deadline, the Special Order Purchase may at the discretion of Raffi Jewellers be deemed cancelled (the “**Cancellation**”) and Raffi Jewellers may put the Goods into inventory and resell them;

(vi) Under a Cancellation, the Deposit will be surrendered to Raffi Jewellers and the Customer will be responsible for paying the Balance Owing, together with any additional storage, insurance and other damages relating to the Cancellation less any amount that Raffi Jewellers receives for the resale of the Special Order Purchase.

(vii) Estimated dates for delivery of special orders are approximate and cannot be guaranteed. Customers will be notified by the contact information provided when the Special Order Purchase has been received and is ready for pick up;

(viii) Raffi Jewellers is not responsible for the Goods if they are unclaimed after 60 (sixty) days from the date of notification for pick up;

(ix) The Customer will provide Raffi Jewellers with a valid mailing address, email address and telephone number where they can be contacted from time to time regarding the Special Order Purchase. The Customer will keep such information current and updated at all times; and

(x) The Customer must present a valid government issued photo ID, such as a driver’s license, provincial health card or passport, in order to collect any Goods pursuant to a Special Order Purchase.

CUSTOMER ACKNOWLEDGES THAT RAFFI JEWELLERS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE GOODS OR ANY SPECIAL ORDER PURCHASE, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Service and Repair Policy: Terms and Conditions

Any arrangements for repairs, cleaning or any other services (collectively, the “**Repairs**”) for any jewellery, watches or other goods (collectively, the “**Goods**”) carried out by Raffi Jewellers Yorkdale Inc., Raffi Jewellers Square One Inc. and/or their respective affiliates and agents (collectively, “**Raffi Jewellers**”) to the Customer are final and do not qualify for any refunds.

Repairs carried out in respect of such Goods are subject to the following terms and conditions:

- (i) Raffi Jewellers reserves the right in its sole discretion to accept or reject any Goods for Repair;
- (ii) The Customer represents and warrants to Raffi Jewellers that the Goods provided for Repair are owned by the Customer, are not stolen, and, in the case of watches and other “brand name” Goods, are authentic and are not counterfeit. In the case that the Goods are in fact stolen and/or counterfeit, the Customer acknowledges, agrees and irrevocably authorizes and directs Raffi Jewellers to: (i) deliver such stolen and/or counterfeit Goods to the applicable law enforcement agency; and/or (ii) in the case of counterfeit Goods, to direct the person or company that is the rightful owner of the brand and/or intellectual property that the counterfeit Goods are infringing upon to retain and/or destroy the Counterfeit Goods. The Customer will indemnify and hold harmless Raffi Jewellers for all losses incurred by Raffi Jewellers resulting from a breach of the foregoing representations and warranties of Customer and for any liability and/or damages suffered by Raffi Jewellers relating to any stolen and/or counterfeit Goods submitted by the Customer for Repairs;
- (iii) To submit the Goods for Repair, the Customer must provide Raffi Jewellers with a valid mailing address, email address and telephone number where they can be contacted from time to time regarding the Repair. The Customer will keep such information current and updated at all times;
- (iv) Raffi Jewellers will examine the Goods and provide the Customer with a dollar estimate and timeline estimate to complete the proposed Repair (the “**Repair Estimate**”). The Repair Estimate must be approved by the Customer before the Repairs will be undertaken. Any Repair Estimates not approved within ten (10) Business Days will be cancelled;
- (v) Repair Estimates are subject to a shipping and processing fee of: (i) \$54.00 for any repairs mailed by Raffi Jewellers within Canada to the person engaged by Raffi Jewellers to undertake the Repairs; or (ii) an amount to be determined and approved by the Customer, for any Repairs mailed by Raffi Jewellers to Switzerland to the person engaged by Raffi Jewellers to undertake the repairs. Some exceptions may apply. All such fees, together with the applicable taxes, must be paid by Customers when picking up their Goods in respect of which they have rejected the Repair Estimate;
- (vi) Raffi Jewellers is not responsible for any Goods that have been altered or serviced with after-market parts, whether or not the Goods are repaired;
- (vii) If the Customer approves the Repair Estimate, the Goods will be repaired as soon as is reasonably practical. However, estimated dates for completion of Repairs are approximate and cannot be guaranteed;
- (viii) All Goods must be picked up by the Customer promptly following the earlier of: (i) the rejection by the Customer of the Repair Estimate; or (ii) the notification by Raffi Jewellers to the Customer that the Repair has been completed. Raffi Jewellers is not responsible for any Goods that have not been picked up after sixty (60) days, as applicable; and
- (ix) The Customer must present a valid government issued photo ID, such as a driver’s license, provincial health card or passport, in order to collect any Goods submitted for Repair, whether or not repaired.

RAFFI JEWELLERS IS NOT RESPONSIBLE FOR THE THEFT, LOSS OR DAMAGE TO THE GOODS SUBMITTED FOR REPAIR (“DAMAGES”), HOWSOEVER CAUSED, EXCEPT WHERE RESULTING FROM THE GROSS NEGLIGENCE OF RAFFI JEWELLERS; PROVIDED THAT IN ALL CIRCUMSTANCES, ANY DAMAGES SHALL BE LIMITED TO CDN\$10,000. CUSTOMER ACKNOWLEDGES THAT RAFFI JEWELLERS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR ANY DAMAGES RELATING TO ANY SENTIMENTAL VALUE OF ANY GOODS ARISING OUT OF OR IN CONNECTION WITH THE REPAIRS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

RAFFI JEWELLERS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE GOODS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).