

I. APPLICATION

These General Conditions apply to the contractual relationship ("Contract") between Gemmological Certification Services as per the front side order form. These General Conditions apply to all Gemstone(s) (including coloured gemstones, diamonds, jewellery, pearls, corals, and other items) analysed by GCS. This Contract constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements. The Client is obliged to submit a GCS Submission Form together with the shipped Gemstone(s), or in advance.

II. PAYMENT CONDITIONS

The fees are defined in the price list as provided to the Client and available on the GCS website at the time of order. Prices are stated in GBP net, without VAT. Invoices are payable within 30 days net. Any amount unpaid at due date bears interests at a rate of 5% p.a. GCS reserves the right to retain any Gemstone(s) sent in as security until the outstanding amount is settled. Furthermore, GCS is free to claim advance payment at any time, and to withhold contract performance until such payment is made.

III. METHOD OF ANALYSIS

GCS shall carry out the analysis according to its advanced methods at the time of order. If necessary, for diamond grading, solvent cleaning may be carried out at GCS unless otherwise advised by the Client. Rechecks of tested Gemstone(s), e.g. after recutting, are invoiced at special rates (if within past 5 years). Unless the Client informs GCS – upon submission – that the Gemstone(s) submitted has/have already been tested before, it will be considered a new submission and thus be subject to full testing charges. If a new report is issued by GCS for (a) previously tested Gemstone(s), the old reports must be returned. It is possible that a later re-examination of the Gemstone(s) may lead to different results, should the applicable scientific standards for the examination change after the examination of the Gemstone(s) by GCS. GCS is not liable for such changes in opinion.

IV. SCOPE OF ANALYSIS

The Client is held to provide GCS with full information on the Gemstone(s) submitted for testing. Any material, treatment, origin, value description(s) on a GCS order form or a Client document may not describe the actual nature and value of the Gemstone(s). GCS makes no warranty whatsoever regarding the actual treatment or origin of any Gemstone(s). The identity, treatment status and geographical origin of a Gemstone cannot be ascertained, as the non-binding opinions are based mainly on comparative analysis (at the time of testing) of internal features and relevant chemical and physical characteristics. Reports issued by GCS are in no way a statement of the monetary value of the tested item(s). Any declared weight on a GCS report has been stated by the Client. GCS does not take any responsibility whatsoever for the accuracy of the declared weight. GCS and its employees, auxiliaries and subcontractors shall not be liable, and the Client agrees to indemnify and hold harmless GCS and its employees, auxiliaries and subcontractors from, against and in respect of any and all loss, liability or damage of any kind resulting from any error in or omission from any report or from the issuance of or use of any report or any inscription, even if the loss, damage or expense was caused by or resulted from the negligence or other fault (except fraud, wilful misconduct or gross negligence) of GCS or any of its employees, auxiliaries and subcontractors.

V. VERBAL ASSESSMENT, NON-BINDING OPINIONS

For some gemstones a verbal opinion is possible. This "Verbal" is a non-binding, non-committal and informal opinion of the gemmologist. The Verbal might differ from the final result on the Report. Only original reports featuring valid signatures/initials, embossed stamp and security label affixed on the surface of the report will be considered valid documents.

When present, photographs and diamond plotted sketches are for representation purposes only and may differ in appearance from the original item. GCS verbal opinions, cards, invoices and pdf-versions may be issued without any binding effect.

VI. ORIGIN OPINION

A professional opinion regarding the geographic origin of a Gemstone may be given whenever possible and upon request by the Customer. Information concerning the geographic origin of a Gemstone is based on comparisons of internal characteristics, physical and chemical characteristics with the characteristics of reference stones of known identity, the results of continuing scientific research and published gemmological findings. GCS' opinion concerning geographical origin of a Gemstone is not an expression of an opinion concerning the quality or value of the

examined Gemstone. Designations of geographic origin are expressions of opinion based on known facts and scientific observation, but GCS makes no warranty whatsoever regarding the actual origin of any Gemstone. The combination of data may not, in all instances, provide the necessary basis for an origin determination. When such case arises, the lab does not comment as to the origin of the gemstone.

VII. TREATMENT

In accordance with internationally accepted standards, GCS may not mention all types of treatments that may have been applied to or used with respect to the Gemstones under examination. The fact that a particular method or treatment is not specifically mentioned in a Report does not mean that such treatments or methods were not used with respect to the Gemstone. Any remarks concerning the presence or absence of any treatment type or method are solely the expression of the findings made by GCS. If an insignificant amount of filler (e.g. oil, artificial resin) is present in a stone, this is not mentioned on a GCS report. This is in line with international LMHC guidelines. 'No indications of clarity modification' does not imply there is no filling substance present, it states that it is not considered enough to qualify as a clarity modifying factor for the gemstone.

VIII. TRANSPORT, RISK, INSURANCE

All object risks related to the Gemstones submitted to GCS, during transport to GCS, are of the Client's responsibility and must be insured to full value. The Client confirms that the Gemstone(s) shipped to GCS are fully insured for the time the Gemstone(s) is/are with GCS. The Client shall be responsible for and pay all transport fees, customs and insurance. The Client shall refund any such costs if incurred by GCS and may be required by GCS to pay in advance. Unless specified otherwise, GCS will select the mode of delivery and the carrier. Title and all risk of loss of, or damage to the Gemstone(s) will pass to the Client upon delivery by GCS to the carrier, freight forwarder, or the Client, whichever occurs first. All risk of potential loss in value to the submitted Gemstone(s) during the overall testing process is borne exclusively by the Client. GCS assures that these services are conducted by experienced and trained professionals only. The Client refrains from any liability claims and compensation claims against GCS in case of loss or damage by GCS, including damages linked to pre-existing weaknesses (e.g. fissures) in a stone. GCS shall be entitled to refuse performance of its services unless and until it has received a signed copy of this order form.

IX. DELIVERY

Delivery terms agreed upon are deemed to be non-binding. GCS will use reasonable efforts to perform its services and deliver the Gemstone(s) within a reasonable timeframe. GCS shall not be liable for any failure to ship complete orders or for any shipment delay. GCS's ability to perform its services may depend on the Client's timely cooperation and the accuracy and completeness of any information provided to GCS by the Client. It is up to the Client to examine the Gemstone(s) and to claim possible defaults through written notice specifying the grievances within 10 business days from receipt of the shipment.

X. WARRANTY

GCS guarantees careful contract performance within the scope of analysis and its limits, according to advanced testing methods and gemmological science. GCS makes no representations and warranties other than those expressly set forth in these General Conditions and expressly disclaims all other warranties, express or implied. In the occurrence of a warranty claim GCS is not liable for damages incurred by the Client or third parties, be it direct, indirect, consequential or punitive, material or immaterial, based on contract, statute, tort or otherwise. Any action or exception based on warranty must be brought in within 6 months from receipt of the report, under pain of being forfeited.

XI. INTELLECTUAL PROPERTY

Intellectual property such as, trade secrets in relation to gemmological testing and analysis, or confidential information in relation to the contract are GCS's exclusive property. All data, including but not limited to gemmological, photographic, geological or chemical data, which is gathered during the analysis of any Gemstone(s) remains the sole property of GCS and may be freely used for scientific research and publication purposes by GCS. The Client respects this intellectual property and refrains from any action contrary to the GCS's appropriation or fruition thereof.

XII. APPLICABLE LAW

These terms shall be governed by English Law and subject to the exclusive jurisdiction of the English court.