

**GÜBELIN GEM LAB LUCERNE – ORDER FORM**

**Client Information**

**Submitter**

**Order Number**

**In-take Date**

**Requested Due Date<sup>1</sup>**

**E-mail Address**

**Tel. No.**

**Fax No.**

**Comments**

**Mailing:** If not otherwise instructed, all listed items will be returned to the address of the submitter indicated above.

<sup>1</sup> Please note: for express service (testing within 2 working days) a surcharge of CHF 300 per stone will apply. This surcharge is not applicable during Off-Premise-Testings.

**Order Information**

| Item            | Weight         | Colour      | Description                 | Requested Services     | Declared Value (USD) |
|-----------------|----------------|-------------|-----------------------------|------------------------|----------------------|
| <i>example:</i> | <i>3.50 ct</i> | <i>blue</i> | <i>one faceted gemstone</i> | <i>B; O (12050896)</i> |                      |
| 1.              |                |             |                             |                        |                      |
| 2.              |                |             |                             |                        |                      |
| 3.              |                |             |                             |                        |                      |
| 4.              |                |             |                             |                        |                      |
| 5.              |                |             |                             |                        |                      |
| 6.              |                |             |                             |                        |                      |
| 7.              |                |             |                             |                        |                      |
| 8.              |                |             |                             |                        |                      |

**Total declared value**

List of main services: please select the service/s you request and list the letter/s in the table above.

You will find a detailed description of our laboratory services on the current tariff list / pricing schedule on our website.

**Coloured Stones – Gemmological Report**

- A Without origin
- B With origin
- B1 Gemmological Profile

**Diamonds – Gemmological Report**

- C Colourless
- C1 Colourless – short
- D/ E Fancy Colour without / with clarity grading
- F Origin of Colour
- G Type

**Pearls – Gemmological Report**

- H Identification
- I Grading
- J Nacre Thickness
- K Extended

**Gemstones set in Jewellery**

- L1 Jewellery Passport (identification)
- L2 Jewellery Passport (including treatment)
- M1 do not unmount
- M2 unmount & remount
- M3 unmount / do not remount

**Additional Services**

- O Re-identification, Re-cut of coloured stones / Follow-up grading of repolished diamonds (only upon return of the Original Report)
- P Duplicate of Original Report (please indicate previous Report no.)
- Q Verbal opinion
- R Precious Metal Analysis
- S Translation in Chinese language
- T Translation in Japanese language
- U Voluntary disclosure of client's name
- V Identification of filling material
- W Gemstone Rating

The document “General Terms and Conditions” is an integral part of this order. The client hereby certifies that she / he has read the information on this Order Form, the General Terms and Conditions, and the current tariff list and accepts them fully. According to the General Terms and Conditions all items sent to Gubelin have to be insured by the client (submitter) for the delivery to Gubelin, the time period during which the items are in the laboratory and the return of the items to the client. On request of the client Gubelin will provide insurance coverage which is, however, available solely for the time the items are at the laboratory and might be subject to an additional charge. Clients who request this insurance coverage must tick the box below.

Do not apply Laser Ablation-ICP-MS Analysis

The client confirms that all goods have been properly declared in compliance with customs

The Gubelin Gem Lab has to declare the goods (subsequently). The VAT, other charges as well as an administration fee will be invoiced to the client

The client confirms that all goods were imported into Switzerland as a personal object of use and are going to be exported again after his/her stay in Switzerland

Do not conduct colour stability test

Gubelin insurance coverage requested for CHF

(up to CHF 1'000'000)

Item/s received

**Date, Client Name & Company**

**Date, Gubelin Gem Lab Ltd.**

# GENERAL TERMS AND CONDITIONS

## 1. Scope.

These General Terms and Conditions ("Terms") are applicable to all customers (the "Customers" and each, individually, a "Customer") of Gübelin Gem Lab Ltd. ("Gübelin"), a Swiss company limited by shares for gemmological analyses or similar services (the "Services").

## 2. Transportation and Insurance.

All diamonds, gemstones, pearls, jewellery and other items ("Gemstones") may be delivered to Gübelin in Lucerne, Switzerland at Customer's risk via courier service or registered mail or other means of transport at the election of Customer. Any and all Gemstones sent to Gübelin shall be insured by Customer to their full value, such insurance covering the delivery to Gübelin, the time period during which the Gemstones are at the laboratory and the return of such Gemstones by Gübelin to Customer. Customer is solely responsible for and shall arrange the completion of all formalities with respect to the import and export of Gemstones into and out of Switzerland and the payment of all import and other duties. Gübelin shall not accept any Gemstones for which import, export and customs formalities have not been completed.

## 3. Fees and Conditions of Payment.

The fees for Gübelin's services shall be governed by Gübelin's pricing schedule in effect at the time of the placement and acceptance of any order. The pricing schedule shall be provided to Customers upon request. Invoices for services rendered become due with the completion of the services and shall be paid by wire transfer within 30 days of the invoice date.

Gübelin reserves the right to demand payment prior to delivery of any Gemmological Reports ("Reports"). New customers are required to provide payment in advance of the performance of any work.

## 4. Delivery Deadlines.

Gübelin does not guarantee the performance of the Services by any specific date. Orders will, however, under normal circumstances be completed by Gübelin within 5 business days after the receipt of the order. If this is not possible, Gübelin will inform the Customer.

## 5. Scope of Services and Report.

Gübelin shall deliver to Customer a Report reflecting the results of Gübelin's examination of the Gemstones provided to Gübelin.

Only the original Report shall be considered by the Customer as representing the results obtained by Gübelin during its examination. The signatures featured in the Report may be facsimiles. Such facsimile signatures have no effect on the validity of the Report. Gübelin staff whose signatures are featured in the Report have personally examined the item and/or reviewed the analytical data relating to the item, as obtained by other Gübelin staff. Photographs of Gemstones serve solely as a representation of the examined Gemstones and may differ in appearance from the original Gemstones.

The results contained in the Report shall be limited to a selection of identified characteristics, which were ascertained during the examination of the Gemstones in accordance with the scientific standards current at the time of the examination. It is possible that a later re-examination of the Gemstones may lead to different results, should the applicable scientific standards for the examination change subsequent to the examination of the Gemstones by Gübelin.

Voluntary disclosure of client's name: upon specific request by the client, Gübelin adds a comment on the Report disclosing the name of the client who presented the stone to Gübelin for testing. The mention of the client's name on the Report does not imply any evidence regarding the ownership of the stone, nor does it provide any reliable information on the possible provenance or supply chain of the stone.

## 6. Verbal Opinion and GemCard.

For some gemstones a preliminary verbal opinion is possible based on a short analysis. This so-called "Verbal" is a non-binding, non-committal and informal opinion of the gemmologist on a very limited basis of analytical indications. If the client requests a Verbal, Gübelin contacts the client before performing the full analysis, giving the client the option of stopping the analytical process, based on this preliminary information. The Verbal might differ from the final result on the Report. In such a case, the standard price for the full service will be charged. Gübelin is not always in the position to give a Verbal on an item. The client is obliged to pay the cost for the Verbal service, regardless of the completeness and accuracy of this preliminary information. The Gübelin GemCard is a preliminary, informal, incomplete and non-binding conclusion of the analysis performed on a client item and is handed out to the client on paper, filled in handwriting by a Gübelin Gem Lab employee. The GemCard is only handed out personally on OPT or fairs and is not sent to the client, neither in hard copy nor electronically. The GemCard contains limited information on the conclusion of the analysis performed on the item and does not replace the formal Gübelin Gem Lab Report, which is the only fully reliable report document. The GemCard is not subjected to the standard quality control procedure performed on Reports and thus, information on the GemCard might differ from the information stated on the later issued Report. The Gübelin Gem Lab strongly discourages from concluding any non-reversible deals solely on the basis of the GemCard.

## 7. Origin of Gemstones.

A professional opinion regarding the probable 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 of Gübelin and published gemmological findings. Gübelin's 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 Gübelin 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.

## 8. Explanations with Respect to the Treatment and Handling of Gemstones.

In accordance with internationally accepted standards, Gübelin 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 particular Gemstone. Any remarks concerning the presence or absence of any treatment type or method are solely the expression of the findings made by Gübelin.

## 9. Identification, Grading and Treatment of Diamonds.

Gübelin only grades diamonds which have been determined to be natural. Synthetic diamonds will be identified as such but will not be graded by quality grades. Symbols used in cut sketches show the approximate size, type, number and location of internal and external characteristics of the examined diamond. If significant characteristics are present, smaller external characteristics as well as minute inclusions may not be included in the sketch. Enhancements to the clarity or coloration of a natural diamond will be mentioned in the Report. However, its quality will not necessarily be graded.

Gübelin notes that certain treatment methods used on diamonds are difficult to detect or can only be detected under very specific circumstances. Accordingly, Gübelin makes no warranty whatsoever that the analysis performed by Gübelin has revealed all treatments to which a diamond has been subjected.

## 10. Analysis of Precious Metals.

On demand of the customer precious metals are analysed by LA-ICP-MS (see below). Gold (Au), silver (Ag), copper (Cu), platinum (Pt), palladium (Pd), zinc (Zn), nickel (Ni), lead (Pb), rhodium (Rh), manganese (Mn), iron (Fe), tin (Sn), arsenic (As) and antimony (Sb) are quantitatively analysed. The precious metal alloys are classified according to guidelines proposed by the "Convention on the Control and Marking of Articles of Precious Metals" (Annexes I and II), which is adopted by the "Confederation Internationale de la Bijouterie, Joaillerie, Orfèvrerie, des Diamants, Perles et Pierres" (CIBJO).

## 11. Jewellery Passport and Gemstone Rating.

Gübelin Gem Lab Jewellery Passports are issued for jewellery items containing multiple gemstones, typically of different types. The Gübelin Gemstone Rating on the other hand intends to express the quality, rarity and saliency of a specific gemstone in a number. Both services are issued on the basis of a different, reduced standard of analysis as is applied on other Gübelin Gem Lab services. Thus Jewellery Passports and the Gemstone Rating are not subject to the same level of scrutiny as Gübelin Gemmological Reports. It is important to understand that Gübelin Jewellery Passports and the Gemstone Rating do not comply with the standards specified by the Gübelin Gem Lab Seal. These two services differ from Gemmological Reports with regards to the depth, breadth, details and numbers of analyses. The detail of disclosure – specifically regarding authenticity and treatments – used in Jewel-

lery Passports and the Gemstone Rating is also limited and simplified compared to Gemmological Reports. Owing to this reduced level of analysis and disclosure, the findings stated in a Jewellery Passport or the Gemstone Rating might not be consistent with the findings stated in a Gübelin Gemmological Report for the same item.

## 12. Scientific Research.

All data, including but not limited to gemmological, geological or chemical data, which is gathered during the analysis of any Gemstones remains the sole property of Gübelin and may be freely used for scientific or commercial research purposes by Gübelin.

## 13. Acceptance of Services.

Orders processed by Gübelin shall be examined by the Customer within five (5) business days beginning on the date of delivery to the Customer. The Services and Gübelin's work products shall be deemed to be accepted unless a written notice describing the deficiency is received by Gübelin within the applicable time period set forth above.

The analyses that Gübelin applies include non-destructive and, if required, quasi nondestructive analytical methods, such as Laser Ablation – Inductively Coupled Plasma – Mass Spectrometry (LA-ICP-MS). This method evaporates minute amounts from the girdle (whenever possible) by means of a laser beam. The LA-ICP-MS analysis creates a small pit with a diameter of, typically, 0.08 mm and a depth of approximately 0.005 – 0.010 mm. These pits are hardly visible by 10x magnification, and the loss of weight is below 0.001 ct and can thus not be detected by any gemmological weight balance. The LA-ICP-MS analysis does not affect the quality or visual appearance of the gemstone.

## 14. Affiliated Companies, Subcontractors and other Auxiliaries.

The Customer agrees to Gübelin having works, including, but not limited to handling, testing, analysing, unmounting and mounting of the Gemstone, done by affiliated companies, subcontractors or other auxiliaries. Furthermore, the Customer agrees that regardless of the place of submission of the stone, the service or parts of the service might be carried out by other Gübelin Gem Lab facilities. This implies the acceptance of the shipment of items by professional shipping companies.

Client herewith commissions Gübelin to carry out unmounting / remounting services. Client accepts after signature of this agreement that Gübelin is not liable for any damage which might occur to the gemstones, pearls or jewellery during the unmounting or remounting process. All risk of potential damage to the gemstones, pearls or jewellery is borne exclusively by the client.

Gübelin assures that the unmounting / remounting services are conducted by experienced and trained professionals only.

## 15. Warranty and Liability.

Gübelin shall not be liable under any circumstances to Customer or any other person if (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) any Report prepared by Gübelin was subsequently modified without Gübelin's written consent or (c) the Customer should not have disclosed to Gübelin all material facts known to the Customer with respect to the Gemstone analysed.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 14, GÜBELIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES BY GÜBELIN OR ANY OF ITS AGENTS OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DECLINED.

CUSTOMER MAY NOT BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE TERMS UNLESS SUCH ACTION IS COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. THE LIABILITY OF GÜBELIN HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES DUE TO GROSS NEGLIGENCE AND WILLFUL BEHAVIOUR INCURRED WITH RESPECT TO THE SERVICES BY GÜBELIN. IN NO EVENT SHALL GÜBELIN BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

GÜBELIN IS NOT LIABLE FOR ANY LOSS OF OR DAMAGE TO THE GEMSTONE DUE TO NEGLIGENCE OR WILLFUL BEHAVIOUR OF A SUBCONTRACTOR OR OTHER AUXILIARY (pursuant to #13).

## 16. Copyright and Other Intellectual Property Rights.

All Gübelin's patents, trade secrets, copyrights, trade names, trademarks, service marks, proprietary materials, methods, processes, know-how or other intellectual property and all improvements to any of the foregoing (collectively "Gübelin Property") used in connection with the Services shall remain the sole and exclusive property of Gübelin, and Customer's rights to use such Gübelin Property shall be limited to those permitted by these Terms. Any Gübelin Property or improvements thereto which are used, improved, modified or developed by Gübelin at any time shall be the sole and exclusive property of Gübelin. Gübelin hereby grants the Customer a royalty-free, non-transferable, non-exclusive license to use Gübelin Property solely in connection with the use of any Report created as part of the Services.

The Customer agrees that Gübelin may publish photos of the gemstone for which Gübelin has prepared a report in its folders, brochures, other publications and on its website, provided, however, that the identity of the owner of the gemstone is not mentioned.

## 17. Payment Default.

If Customer fails to pay any invoice for Services provided by Gübelin in whole or in part on or before the date required, Customer shall pay interest to Gübelin at the rate of five (5) percent per year. The specification or charging of interest shall not be deemed an agreement to extend credit. If a Customer fails to pay any invoice for services provided by Gübelin in whole or in part for more than thirty (30) days, Gübelin may refuse to complete orders which have been, or will be, placed with Gübelin until such outstanding amounts and any interest on such outstanding amounts owing to Gübelin have been paid in full. Notwithstanding the foregoing, Gübelin shall be entitled all other available remedies at law or in equity.

## 18. Governing Law and Jurisdiction; Place of Performance.

THE CONSTRUCTION AND VALIDITY OF THESE TERMS SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND, REGARDLESS OF WHERE ANY ORDER WAS PLACED OR FILED, THE PLACE OF PERFORMANCE OF THE SERVICES OR DELIVERY OF REPORTS OR WHERE ANY OTHER ACT OR PERFORMANCE OCCURRED. THE CUSTOMER AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN LUCERNE, SWITZERLAND, WITH RESPECT TO ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED BY GÜBELIN.

## 19. Revisions.

Gübelin may change, revise, amend or modify these Terms from time to time. Gübelin shall provide Customers with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.

## 20. Entire Agreement; Modifications or Waivers.

These Terms shall be the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersede any oral or written communications, understandings, acknowledgements or representations or agreements relating thereto.