

Order Form

CLIENT	Company / Name: Address: Contact person: Phone / E-Mail:	
SERVICE	Gemstone / jewellery report <input type="checkbox"/> with origin determination <input type="checkbox"/> without origin determination Coloured diamond grading (only in English) <input type="checkbox"/> with clarity grade <input type="checkbox"/> without clarity grade <input type="checkbox"/> Colourless diamond grading <input type="checkbox"/> Pearl report <input type="checkbox"/> GemTrack <input type="checkbox"/> I do not authorize SSEF to perform a fading test / colour stability test on the ruby, padparadscha, fancy, yellow sapphire.	
RECHECK	Has the item/s already been tested by SSEF? <input type="checkbox"/> yes <input type="checkbox"/> no If yes SSEF report. No. : _____ (old original SSEF report must be returned before a new one is issued)	
LANGUAGE	Please issue the report(s) in: <input type="checkbox"/> English <input type="checkbox"/> German <input type="checkbox"/> French	
ITEM(S)	Description of item(s) (example: 1 blue gemstone, 3.51 ct, USD 50'000)	Declared value (not binding on SSEF) (in USD unless otherwise specified)
<p>Important note: The undersigned client ("Client") hereby accepts the Terms and Conditions on the back side of this Order Form and on www.ssef.ch/terms-conditions. The Client hereby confirms being fully insured for the above listed item(s) covering the time the item(s) is/are with SSEF (incl. transport and storage between different SSEF entities and third parties). The Client refrains from any liability and compensation claims towards SSEF in case of loss or damage by SSEF. This includes damages linked to pre-existing weaknesses (e.g. fissures) in a stone.</p> <p><input type="checkbox"/> The Client declares not having an appropriate insurance coverage for the above listed item(s) and hereby requests Special Insurance (CHF 500) for a maximum declared value of CHF 1 million that covers loss & damage, valid for 4 weeks (from date of arrival at SSEF), and does not include shipping to and from SSEF. The Client hereby accepts the Terms and Conditions on the back side of this Order Form and on www.ssef.ch/terms-conditions.</p>		
For this order: date & Client signature		For item(s) returned: Client signature

SSEF ADMINISTRATION	Submission date: Planned date: Submission details:	Total invoice amount:
	RECEIPT	RETURN

I. FIELD OF APPLICATION

The present General Conditions apply to the contractual relationship ("Contract") between SSEF and the Client (SEEF and the Client collectively the "Parties") as per the front side order form. These General Conditions apply to all Gemstone(s) (including coloured gemstones, diamonds, jewellery, pearls, corals, ivory and other items) analysed by SSEF. This Contract constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements and understandings with respect thereto. The Client is obliged to submit an SSEF Order Form together with the shipped Gemstone(s), or in advance.

II. PRICES AND PAYMENT CONDITIONS; DEFAULT

The fees are defined in the price list as provided to the Client and available on the SSEF website at the time of order. Prices are stipulated in CHF net, ex works, without conditioning and VAT. Invoices are payable within 30 days net. Any amount unpaid at due date bears interests at a rate of 6% p.a. Further, the Client owes CHF 30.- per correspondence caused by its default, as well as the costs incurred through the intervention of a collection agent, without prejudice of damages exceeding this amount. SSEF reserves the right to retain any Gemstone(s) sent in as security until the outstanding amount is settled. Furthermore, SSEF is free to claim advance payment at any time, and to withhold contract performance until such payment is made. In such event delivery terms are deemed to be extended accordingly. SSEF Preferred Client rates granted are ad personam, non-transferable and to be paid on an annual basis.

III. METHOD OF ANALYSIS, RESTRICTIONS

SSEF shall carry out the analysis according to its advanced methods at the time of order, including colour stability testing and quasi non-destructive methods such as GemTOF (LA-ICP-TOF-MS) testing unless explicitly excluded by the Client in the order form. If necessary, for diamond grading or quality control of small diamonds, solvent cleaning may be carried out at SSEF unless otherwise advised by the Client. SSEF may use auxiliaries or subcontractors in the course of contract performance, under its responsibility. Rechecks of tested Gemstone(s), e.g. after recut or diamond repolishing, are invoiced at special rates (if within past 5 years). Unless the Client informs SSEF – 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 SSEF for (a) previously tested Gemstone(s), the old reports must be returned (before a new one is issued) and are invalidated on the MySSEF platform. Only one valid SSEF report for a Gemstone can be in circulation at any given time. It is possible that a later re-examination of the Gemstone(s) may lead to different opinions, should the applicable scientific standards for the examination change subsequent to the examination of the Gemstone(s) by SSEF. SSEF is not liable for such changes in opinion.

IV. SCOPE OF ANALYSIS, RESTRICTIONS

The Client is held to provide SSEF with full information on the Gemstone(s) submitted for testing. Any material, treatment, origin, value description(s) on an SSEF order form or a Client document may not describe the actual nature and value of the Gemstone(s). SSEF 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. Because of the fact that common properties occur in many Gemstones, treatment detection and/or determination of origin is not always possible. In such cases, SSEF can issue a Report without stating treatment status or origin. In accordance with internationally accepted standards, SSEF may not mention all types of treatments that may have been applied to or used with respect to the Gemstone(s) 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(s). Any remarks concerning the presence or absence of any treatment type or method are solely the expression of the findings made by SSEF. If an insignificant amount of filler (e.g. oil, artificial resin) is present in a stone, this is not mentioned on an SSEF 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. Reports issued by SSEF are in no way a statement of the monetary value of the tested item(s). Any declared weight on an SSEF report has been stated by the Client. SSEF does not take any responsibility whatsoever for the accuracy of the declared weight. SSEF and its employees, auxiliaries and subcontractors shall not be liable, and the Client agrees to indemnify and hold harmless SSEF 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, willful misconduct or gross negligence) of SSEF or any of its employees, auxiliaries and subcontractors.

V. NON-BINDING OPINIONS

Only original reports featuring valid signatures/initials, embossed stamp and proof tag label affixed on the surface of the laminated report will be considered valid documents. Furthermore, online verification of reports on www.myssef.ch is mandatory to ensure validity of a report. When present, photographs and diamond plotted sketches are for representation purposes only and may differ in appearance from the original item. SSEF ID-cards, copies and pdf-versions may be issued without any binding effect.

VI. TRANSPORT, RISK, INSURANCE

All object risks related to the Gemstones submitted to SSEF, during transport to and custody by SSEF, including shipment to sub-contractors, are of the Client's responsibility and must be insured to full value. In certain cases (e.g. shows) SSEF may use third-party providers to transport and/or secure Client goods. The Client confirms that the Gemstone(s) shipped/submitted to SSEF are fully insured for the time the Gemstone(s) is/are with SSEF (incl. transport and safeguard between different SSEF entities by third-party providers). The Client shall be responsible for and pay all transport fees, customs and insurance, as well as cost and administrative inconvenience induced by foreign legislation in case of a contract performance abroad. The Client shall refund any such costs if incurred by SSEF and may be required by SSEF to pay in advance. Unless specified otherwise, SSEF 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 SSEF to the carrier, freight forwarder, or the Client, whichever occurs first. The Client is obliged to state the full value of the Gemstone(s) on the order form upon submission of said Gemstone(s). All risk of potential loss in value to the submitted Gemstone(s) during the overall testing process (including but not limited to unmounting, cleaning, colour stability testing, LA-ICP-MS testing, sample extraction for DNA fingerprinting and age dating) is borne exclusively by the Client. SSEF assures that these services are conducted by experienced and trained professionals only. The Client refrains from any liability claims and compensation claims against SSEF (or a third party provider) in case of loss or damage by SSEF (or a third party provider), including damages linked to pre-existing weaknesses (e.g. fissures) in a stone. SSEF shall be entitled to refuse performance of its services unless and until it has received a signed copy of this order form. If the Client does not have an appropriate insurance coverage (covering all the above-mentioned risks), he may request Special Insurance through SSEF (acting as intermediary not as insurer) at an additional charge of CHF 500 for a maximum declared value of CHF 1 million. A 10% deductible fee is applied to any settlements under this Special Insurance. This Special Insurance covers loss and damage, is valid for 4 weeks (from date of arrival at SSEF), and does not include shipping to and from SSEF. Unmounting, cleaning, colour stability testing, LA-ICPMS testing, sample extraction for DNA fingerprinting, age dating and damages linked to pre-existing weaknesses (e.g. fissures) in a stone are excluded from this Special Insurance and the risk is borne by the client. The Client refrains from any liability claims and compensation claims against SSEF in case of refusal by insurer to disburse settlement.

VII. DELIVERY, CONTROL AT RECEIPT

Delivery terms agreed upon are deemed to be non-binding. SSEF will use reasonable efforts to perform its services and deliver the Gemstone(s) within a reasonable timeframe. SSEF shall not be liable for any failure to ship complete orders or for any shipment delay. SSEF's ability to perform its services may depend on the Client's timely cooperation and the accuracy and completeness of any information provided to SSEF 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.

VIII. WARRANTY

SSEF guarantees careful contract performance within the scope of analysis and its limits, according to advanced testing methods and gemmological science. SSEF 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 SSEF 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.

IX. INTELLECTUAL PROPERTY

Intellectual property such as invention patents, know-how, trade secrets in relation to gemmological testing and analysis, or copyrights and confidential information in relation to the contract are SSEF'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 SSEF and may be freely used for scientific research and publication purposes by SSEF. The Client respects this intellectual property and refrains from any action contrary to the SSEF's appropriation or fruition thereof.

X. APPLICABLE LAW, MEDIATION AND ARBITRATION

This contract is subject to Swiss Law. Any dispute, controversy or claim arising out of, or in relation to, this contract, including regarding the validity, breach, or termination thereof, shall be resolved by mediation in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date on which the Request for Mediation is submitted in accordance with those Rules. The seat of the mediation shall be Basel, Switzerland. The mediation shall be conducted in English. If such dispute, controversy or claim has not been fully resolved by mediation within 60 days from the date when the mediator(s) has (have) been confirmed or appointed by the Swiss Arbitration Centre, it shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date when the Notice of Arbitration was submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Basel, Switzerland. The arbitration shall be conducted in English.