

Order Form

> **Client:**

Company, name, address, phone/e-mail

> **Service:**
SSEF Report for

- Coloured stone testing with origin determination Small diamonds: please request separate order form
 Pearl testing Re-examination of SSEF certified diamond /
 Diamond grading of colourless diamond(s) coloured stone, SSEF No.:
 Coloured diamond: Colour grading with clarity grade
Coloured diamond reports only in English

Has an SSEF report already been issued for the item(s)? Yes No

Please issue the report(s) in English French German

> **Item(s):**

List of item(s)

Declared value

> **Insurance:**
(MANDATORY)

The **SSEF does not accept** any item that is **not insured by the client** with an all-risk insurance covering the time the item(s) is with SSEF (including transport between different SSEF entities).



OR



Yes, with my **signature** I hereby confirm that I am fully insured (**all-risk**) for the above listed item(s). Hence, I do refrain from any liability claims and compensation claims towards the SSEF in case of loss or damage by SSEF.

I request an **all-risk insurance** for the item(s). Please note: This insurance does not include transport, and is valid (4 weeks maximum) only during the time the item(s) is analysed at SSEF.

Signature:

Declared value

- < 75'000CHF: 50CHF insurance premium
 75'000CHF-2'000'000CHF: 150CHF insurance premium
 > 2'000'000CHF: 0.00263% / day
(Insurance premium will be charged with report invoice)

If neither option is crossed or if the Order Form is missing, SSEF will issue insurance upon registration of the items at SSEF at client's charge (150 CHF)

Important Note: With my signature I hereby accept the Terms and Conditions on the back side of this Order Form and www.ssef.ch/terms-conditions

> **Date & Client Signature:**

For this order: **client signature**

For item(s) returned: **client signature**

> **SSEF Administration**

Submission date:

Planned date:

Submission details:

Invoice: total amount: _____

RECEIPT

RETURN

paid cash paid by credit card invoice

Only for SSEF internal use!

GENERAL CONDITIONS OF GEMSTONE ANALYSIS BY SSEF

I. Field of application

The present General Conditions apply to the contractual relations (hereafter referred to as the contract) between SSEF and the client as per the front side order form, subject to express derogatory stipulations. These General Conditions apply to all Gemstone(s) (coloured gemstones, diamonds, jewellery, pearls and other items) analysed by SSEF. Clients are obliged to submit an SSEF Order Form together with shipped Gemstone(s). They also apply if client is deemed to know its contents, namely by virtue of preceding orders.

II. Prices and payment conditions; default

The fees are defined in the price list as provided to 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, 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 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 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 state-of-the-art methods at the time of order, including quasi non-destructive methods such as GemTOF (LA-ICP-TOF-MS) testing unless explicitly excluded by client in the order. If necessary, for diamond grading or quality control of small diamonds, acid cleaning may be carried out at SSEF unless otherwise advised by 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 client informs SSEF – upon submission- that Gemstone(s) submitted has 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 and are invalidated on the MySSEF platform. Only one valid SSEF report for a Gemstone(s) can be in circulation at any given time. 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 subsequent to the examination of the Gemstone(s) by SSEF.

IV. Scope of analysis, restrictions

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). The results ascertained are limited to a selection of characteristics as identified in the report at the time of testing. The geographical origin of a Gemstone cannot be ascertained, as the opinion is based mainly on comparative analysis of internal features and relevant chemical and physical characteristics. Idem for the detection of Gemstone treatments, which are in constant evolution and may be mentioned in the report or not. Because of the fact that common properties occur in many Gemstones, determination of origin is not always possible. In such cases, SSEF can issue Report without stating origin. SSEF makes no warranty whatsoever regarding the actual origin of any Gemstone(s). 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.

V. Non-binding opinions

Only original reports featuring valid signatures/initials, embossed stamp and prooftag 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. Verbal opinions, SSEF ID-cards, copies and pdf-versions may be issued at client's request, without any binding effect.

VI. Transport, risk, insurance

All object risks related to the Gemstones submitted to SSEF, during transport and custody by SSEF including shipment to sub-contractors, are of the client's responsibility and must be insured to full value. Idem for transport fees, customs and insurance, as well as cost and administrative inconvenience induced by foreign legislation in case of contract performance abroad. Client shall refund any such costs if incurred by SSEF. Unless client informs SSEF on the declared value of the goods and their insurance coverage, client is bound to refund CHF 150 in coverage for the insurance entered into by SSEF. Client who does not have appropriate all-risk insurance coverage (including cover for all the above but not covering transport) is obliged to request this through SSEF (acting as intermediary not as insurer) at an additional charge (valid for 4 weeks) as mentioned on the order form. All risk of potential loss in value to the submitted Gemstone(s) during the overall testing process (including unmounting) is borne exclusively by the client. SSEF assures that these services are conducted by experienced and trained professionals only.

VII. Delivery, control at receipt

Delivery terms agreed upon are deemed to be non-binding, but SSEF shall inform client if a fixed deadline cannot be kept. It is up to 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 state-of-the-art testing methods and gemmological science. In the occurrence of a warranty claim SSEF is not liable for damages incurred by 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. Other warranties, expressed or implied, are expressly ousted.

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. 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. In case of any dispute arising from or involving this contract, parties shall try Mediation according to Rules of the SWISS CHAMBERS. If the dispute cannot be settled within 60 days from inception of Mediation, it shall be referred to and finally decided by a Sole Arbitrator according to the SWISS CHAMBERS Expedited Arbitration Rules. Place of Mediation and Arbitration shall be Basel and both procedures can be conducted in English.