

Client Service Agreement



INTERNATIONAL
DIAMOND
LABORATORIES

This agreement has been entered into by the undersigned Client (further referred to as 'the Client') and International Diamond Laboratories DMCC, a company established in accordance to the Laws of Dubai (United Arab Emirates), operating under Service License n° 30403, (further referred to as 'IDL'). It applies to all diamonds, gems or other precious or semi precious stones or material (further referred to as 'Articles') delivered by the Client to IDL and to all examinations, tests, handlings or manipulations (further referred to as 'Services'), performed by IDL on the Articles.

1. Any Service delivered by IDL to the Client is subject to prior registration of the Client with IDL. The Client shall submit a list of individuals that are authorized to submit Articles to IDL and to request Services from IDL. The Client authorizes IDL to deliver each Article submitted by the Client to any nominated person. The Client will inform IDL in writing of any changes regarding company details and nominated persons.
2. IDL Certificates describe the characteristics of the Article as revealed by an examination of the Article using state-of-the-art equipment and instruments including binocular microscopes, ultraviolet visible and infrared spectrophotometers, synthetic and HPHT enhanced diamond screening and detection devices, shortwave fluorescence imaging systems, X-ray fluorescence detection systems, Raman and photoluminescence spectrophotometers. The Certificate is not a guarantee, valuation or appraisal of the Article but an assessment of its quality at the moment of examination, as can be determined by the existing and available methods and procedures at the time of examination.
3. All Articles should be properly cleaned by boiling in sulfuric acids or equivalent method before submitting to IDL in order not to interfere with the results of testing. The Client shall disclose at the time of submission to IDL any treatment or growing process the Article has been subject to and of which he is aware, including its synthetic nature.
4. IDL will perform the examinations and services on the Articles as requested by the Client and confirmed on the receipt note. The Client agrees that he is solely responsible for all amounts, charged by IDL related to the Services that are performed on stones submitted by the Client to IDL as per company's price list. Any completion or delivery date quoted by IDL is only an estimate. IDL will not be liable for delays in completing the Services.
5. The issuing of a receipt note by IDL does not imply any confirmation by IDL on the nature of the Article that is submitted by the Client. The Client acknowledges that testing to determine whether the Article is natural, synthetic or treated is standard procedure on all service requests in view of obtaining a certificate. IDL will only issue a certificate for Articles that meet the requirements as per company policy.

6. IDL maintains an insurance policy to insure an Article against loss or damage while it is in its possession. The Client agrees that the liability of IDL, employees, agents, or any service provider of IDL who collaborate with IDL for the provision of Services, will be limited to the sum paid to IDL by its insurance company.
7. The Client agrees to pay all costs for shipping of the Article, including insurance and all local taxes and charges to and from the IDL laboratory as per company policy. In case the Article is sent directly by the Client to IDL, the Client authorizes IDL to return the Article after performing the requested Services using the same courier.
8. The Client agrees that IDL may use the results of its examinations for research purposes, photograph Articles and use them for educational and research purposes. The Client confirms that no intellectual or compensatory claim would result from it.
9. In case of late payment by the Client, IDL reserves the right to refuse registering new Service requests until full payment of the outstanding amounts is received.
10. The Client agrees that the terms and conditions included in any receipt, invoice or document issued by IDL are incorporated in this agreement. If any part of this agreement would be found invalid, the part shall be amended respecting and the remainder of the agreement will remain in full force. IDL reserves the right to change these terms and conditions any time.
11. Any Service delivered by IDL to the Client shall be governed by the laws of Dubai together with any United Arab Emirates federal legislation which may be applicable.
12. In the event of any dispute arising out of or in connection with this agreement, the parties shall use their reasonable endeavors to settle such dispute. If they do not reach such solution within 30 days, then the dispute or difference shall be finally settled by arbitration in accordance with the rules of the International Court of Arbitration. Unless parties agree upon differently, the seat of arbitration will be Dubai and the arbitration proceedings and award shall be conducted and written in English. The arbitration proceedings and award shall be final and binding on both parties and not subject to any appeal.

Authorized Signature (1): _____ Date : _____

Signature Name: _____ Title: _____

(1) A Company must be represented by a Company Director.