

GENERAL TERMS AND CONDITIONS

The following are the Terms and Conditions (“T&Cs”) governing identification and reporting services (“the Services”) provided by the Gem Testing Laboratory, Jaipur (“GTL Jaipur”) to its Customers / Depositors who are availing the Services and thus the Customers / Depositors are advised to read them carefully before signing the Order Form.

1. These T&Cs for Gem Identification Report (“the Report”) regulate matters pertaining to the Services and the preparation of the Report, by GTL Jaipur. These T&Cs shall be binding upon both GTL Jaipur and the Customer applying for and availing of the Services.
2. The Gemstones (“Goods”) are deposited with GTL Jaipur for the purpose of testing the whole or some of them in such manner as deemed fit by the GTL Jaipur’s authorities, who will endeavour on commercially reasonable efforts basis to take every precaution as to the method of testing, the accuracy of the Reports issued and the safety of the Goods concerned.
3. All Goods sent to GTL Jaipur for identification should be insured by the Customer to cover all types and kinds of risks on basis of the full value of Goods, effective from the time of dispatch of the Goods from the Customer’s location till delivery of the Goods from GTL Jaipur back to the Customer’s location. For the avoidance of doubt, Insurance must also cover the period during which the Goods are in possession of GTL Jaipur for identification purpose.
4. The Insurance cover must be adequate and valid at all times during transit from the Customer’s location to GTL Jaipur, while in GTL Jaipur’s possession and during transit from GTL Jaipur to Customer’s location. GTL Jaipur shall not admit / accept any right to recourse either from the Customer and / or from its insurer. The Customer and / or its insurer hereby thus waive all its / their right to recourse, in favour of the GTL Jaipur. Further, the Customer shall take all necessary steps to incorporate in its insurance documents the relevant clauses to the effect that the Customer and / or its insurer shall not subrogate and waive off any and all claims duly covered under such insurance policy(ies).
5. The Customer / Depositor assumes entire responsibility for loss howsoever arising including loss arising through theft or burglary or Force Majeure or otherwise, without recourse to GTL Jaipur or its laboratory-in-charge or any other person attached to the laboratory-in-charge or any other person attached to GTL Jaipur, including its Directors, Employees, authorised representatives / agents.
6. GTL Jaipur or its employees shall not be held liable for any loss, damage, expense, liability, claim, etc., arising or occurring howsoever as a result of any error of omission or commission in the Report, including loss, damage, expense, etc., resulting from human error or negligence, faulty equipment, delays or any other circumstances relating to the testing procedures, issuance or use of the Report or if it may affect the value of the Goods described herein, except for judicially proven fraud, willful misconduct or gross negligence on part of GTL Jaipur or its employees.
7. This Report is given to the Customer for its own use. GTL Jaipur cannot be held liable for any action taken on the basis of this Report. GTL Jaipur does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency completeness, correctness, or reliability of the Report made available and expressly disclaims (to the maximum extent permitted in law) all liability for any direct or indirect damage or loss resulting from the Customer’s use of, or reliance on the Report or the contents provided therein.
8. Through these T&Cs, the Customer acknowledges that every business decision, to some degree or the other, represents the assumption of risk and that GTL Jaipur, in furnishing the Report does not and cannot underwrite or assume the Customer’s risk, in any manner whatsoever. The Customer, therefore, agrees that GTL Jaipur shall not be liable to the Customer in any manner for any direct or indirect loss or injury arising out of or caused, in whole or in part, by GTL Jaipur’s negligent or other acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Report or its contents, or in otherwise performing its obligations under these T&Cs, whether or not any such matter amounts to a fundamental breach of these T&C’s.

9. Further, GTL Jaipur shall not be liable, at any time, for special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business projects or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the use of the Report or its contents, or from any acts or omissions arising as a result of use of the Report or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by the Customer as a result of reliance on the contents of the Report.
10. In case of any dispute(s), it (they) must be brought in to the notice of GTL Jaipur within 15 days of receipt of report(s) / stone(s). Thereafter, it will not be entertained.
11. Identification of a Gemstone by GTL Jaipur shall mean inspection of the features of the submitted / deposited Gemstone on behalf of the Customer and at the Customer's request, by employing GTL Jaipur's know-how at the time of the inspection, based upon academic theories, technologies, technique and equipment and other information available at the time of the inspection. Any disparity between the opinions rendered in the Report and those of previous or subsequent Reports on the item described herein could be attributable to identification techniques and/or equipment used at the time of identification, or to human factors. The Report shall outline the features of the item at the time of the inspection. GTL Jaipur shall not compensate for any loss incurred due to discrepancy between the identification results and the absolute facts at the time of the inspection.
12. Properties and appearance of a Gemstone can be altered subsequent to certification. GTL Jaipur will not be held responsible for use of this certificate under circumstances. In case the altered stone is recertified, the certificate wordings may be subject to changes as deemed fit by GTL Jaipur depending on revaluation.
13. The contents of the GTL Jaipur's Report shall include the following parameters: The type of the item; whether the item is natural, artificial or an imitation and whether it has undergone any type of treatment (where gemmologically identifiable and require disclosure); and any other data which GTL Jaipur shall deem necessary. The Report will not represent an appraisal, valuation or origin. As a general rule, GTL Jaipur shall also attach a photograph of the Goods received for inspection, taken at the time of the inspection.
14. In the event that the Customer delivers the goods by mail, the arrangement shall commence when GTL Jaipur confirms receipt of the Goods and acknowledges that the same is not damaged or confirms its status to the Customer over the e-mail or the phone.
15. The Goods to be inspected although preferably should be loose, but those studded / set in a jewellery piece may be accepted at the sole discretion of GTL Jaipur. The issuance of Report will however subject to the identification of stones / samples in the jewellery. In such cases, only total weight of the jewellery item and accessible dimensions of the gemstones will be given on the Report.
16. The Customer shall pay GTL Jaipur based on an invoice issued according to the Order Form and tested items. GTL Jaipur may choose to withhold the item in the event that the Customer fails to pay the fee for the issuance of the Report, until the payment is duly settled. For the avoidance of doubt, the tested Goods will be released for dispatch at the Customer's location along with the Report only upon the payment getting credited to GTL Jaipur's Bank Account. All payments if done by Cheque to be drawn in favour of Gem Testing Laboratory and payable at par.
17. 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 GTL Jaipur and may be freely used for scientific or commercial research purposes by GTL Jaipur. GTL Jaipur shall also be free to publish the academic information obtained through the identification process of the Goods, as well as photographs thereof, and any more information, in academic journals and magazines, as it deems fit. In such case, GTL Jaipur is not liable to acknowledge the Customer's name.
18. The Report shall be invalid and void in the following cases:
 - (a) The shape of the Good is modified or changed after its identification.
 - (b) Any alteration or modification or any addition is made by any third party in the Report.
 - (c) The quality of the Good is changed after identification.
19. In case that GTL Jaipur or any of its employees or anyone acting on its behalf are sued by the Customer or any third party, including the insurance company, notwithstanding the above, the Customer shall indemnify and keep GTL Jaipur

indemnified, safe and harmless from and against any and all payment, expense that GTL Jaipur would be required to pay or may incur in defending itself or its employees in such suit including the attorney fees.

20. The District Court of Jaipur, India, shall have exclusive jurisdiction over any and all disputes arising between GTL Jaipur and the Customer regarding the Report or any matter provided for under these T&Cs.

21. The gem material deposited for testing should be taken back within one month from the identification Service and generation of the Report by making due payment otherwise GTL Jaipur will not be responsible for any damage nor shall accept any claim in this behalf.

Limitation of Identification Service

- a. Treatment identification is obtained based on the current knowledge at the time of examination. Results given for the same item may lead to different results with continuing research.
- b. Often, gemstones (example, yellow sapphires) are irradiated to modify / improve the colour. Irradiation is unidentifiable by the current gemmological tests and hence, its presence or absence will not be indicated on the GTL identification reports.
- c. Colour of certain stones (example, orange –yellow sapphires) may fade with the time. GTL Jaipur shall not be held responsible for any compensation if the colour of stones (including sapphires) fade after the certification.
- d. In certain cases, because of the lack of evidence / characteristic features in the samples or lack of some specific equipment, the sample may be returned without any identification report.
- e. GTL Jaipur in routine employs non-destructive methods of identification, however, in certain cases destructive methods shall be employed on the permission of the Customer / depositor.

GTL Jaipur may change, revise, amend or modify these Terms and Conditions from time to time. GTL Jaipur shall provide Customer 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.

I / We on behalf of the Customer as mentioned over leaf in the Order Form hereby agree to abide by the above T&Cs at all times.

Signature of Authorized Signatory
(With Seal / Stamp of the Company)