

General conditions for analysis services of Laboratoire Français de Gemmologie

ARTICLE 1 - APPLICATION OF THE GENERAL CONDITIONS:

The purpose of these general terms and conditions for analysis services is to govern the contractual relations established between the Laboratoire Français de Gemmologie, (hereinafter referred to as the ‘LFG’) and its customers (hereinafter referred to as the ‘customers’), following a request for analysis.

The present general terms and conditions of analysis services are brought to the attention of customers on commercial documents, on the LFG website and are included on the back of invoices issued by the LFG.

Any order for services implies unreserved acceptance of these general terms and conditions for analysis services, which consequently take precedence over any other document or condition. Any condition to the contrary or not provided for herein shall be unenforceable against LFG unless a condition to the contrary has been established prior to the entry into force of a contract.

The LFG is free to modify the general terms and conditions of analysis services at any time. In the event of modification, the general terms and conditions of analysis services applicable to the customer's order are those which were brought to the customer's attention and which the customer accepted on the day the order was placed.

Analysis services are provided by the LFG in accordance with an AFAQ ISO 9001-certified quality management system.

Analyses of diamonds, coloured stones and pearls carried out by the LFG are carried out under COFRAC accreditation when the objects entrusted to the laboratory meet the requirements set out in the laboratory's scope (Scope available at www.cofrac.fr - accreditation 1-6767). Items identified by the symbol ‘**’ on the reports are not accredited.

ARTICLE 2 - NATURE OF SERVICES:

There are several types of service:

1. Issue of a preliminary examination by the LFG
2. Issue of an analysis report by the LFG

The LFG provides other services listed in the fee schedule.

ARTICLE 3 - PLACING AN ORDER:

Unless specifically stipulated otherwise in advance, all orders for services from the LFG or quotations relate to services that can be carried out in the laboratory under normal and usual conditions.

All orders for services are considered firm and definitive from the date of the customer's unconditional acceptance of the quotation or, in the absence of a quotation, the date on which the LFG takes charge of the stone.

Any request for additional analysis or any request to modify the order :

1. Must be notified in writing to LFG by the customer and will only be carried out after express written acceptance by LFG.
2. May, where applicable, be subject to additional invoicing to the customer.

ARTICLE 4 - DEADLINES:

LFG undertakes to do its utmost to meet the deadlines set.

However, the said deadlines for the services depend not only on LFG's workload, but also on any difficulties that may arise during the provision of a service.

The deadlines are therefore given for information purposes only.

These times are calculated from the date of acceptance of a quotation by the customer or receipt of the stones by the LFG.

Any modification of the request and any analysis work may not give rise to any compensation or to the cancellation of the order.

The delivery of the analysis work and the return of the analysed objects are carried out either by direct handover to the customer or his authorised representative, or by handover to a carrier duly authorised by the customer.

ARTICLE 5 - PRICE OF SERVICES:

Unless specific conditions are expressly laid down in advance of the analysis work, the prices of the services are those referred to in the ‘Tariff Conditions’. Established in Euros, they are exclusive of tax for professionals and exclusive of all transport and packaging costs.

Except in the case of special agreements duly endorsed by both parties, the expertise services are payable by any means of payment (except cash and cryptocurrency).

Any tax, duty or other charge payable in application of French legislation or that of an importing country or a transit country, and any change in these between the date of the order and the date of delivery of the examination work, shall be borne by the customer placing the order.

ARTICLE 6 - POSTAL SHIPMENTS:

Gems sent to the LFG in Declared Value by post will be under the responsibility of the customer, in strict compliance with the rules laid down by the Post Office and the applicable regulations.

Objects are returned to the sender by Declared Value to the Post Office.

Any other method of transport will be the choice of the customer who will be responsible for the return of the gems if the return by La Poste is impossible by virtue of the applicable regulations or simply not chosen by the said customer.

It is the responsibility of the sender to declare, at the time of shipment, the insurance value and the type of transport desired. In accordance with the provisions of article D.53 of the French Post and Telecommunications Code, this value may not exceed 5,000 euros (decree no. 96-645 of 19 July 1996 as amended). In accordance with decree no. 2000-376 of 28 April 2000 on the protection of cash transports, any stone or jewel worth at least 100,000 euros must be transported by a cash transporter. Transport costs are to be paid by the customer.

ARTICLE 7 - INSURANCE:

The goods deposited may be insured by the depositing customer, via his insurer, with a waiver of recourse against the LFG.

Goods may be insured by the LFG for their replacement value (see rates).

The term of insurance for goods deposited is one month (or determined when the deposit is registered).

The LFG will invoice any additional month at 50 euros excluding VAT (the month started is due).

ARTICLE 8 - LIABILITY AND WARRANTY:

The Customer warrants that it holds all rights and titles relating to the stones and objects supplied by the Customer to the LFG, and/or that it holds the right to authorise the LFG to carry out the services.

The interpretation of the results of the analyses realised by the LFG being of an intellectual nature, the LFG, bound by an obligation of means and not of result, provides an ‘opinion’ as to the result of the investigations carried out. This ‘opinion’ is based on the state of knowledge at the time of the analysis. The LFG may not be held responsible in particular for:

1. If new conclusions can be drawn from publications subsequent to the date of the LFG analysis.
2. And/or as a result of developments in scientific techniques and materials.
3. And/or as a result of calibration changes specific to the LFG.

Opinions and interpretations are given without COFRAC accreditation.

In general, the LFG complies with decree no. 2002-65 of 14 January 2002 on trade in gemstones and pearls. It also follows the recommendations of the Laboratory Manual Harmonisation Committee (LMHC)* and those of the Confédération Internationale de Bijouterie, Joaillerie, Orfèvrerie des diamants, perles et pierres (CIBJO) in terms of reporting. All the nomenclature used by the LFG is available on its website (www.laboratoire-francais-gemmologie.fr).

Gemmological analyses are mainly non-destructive, with the exception of LIBS chemical analysis, which is micro-destructive. The LFG reserves the right to carry out a LIBS analysis if necessary without the client's authorisation.

The report may be accompanied by photographs, but it should be remembered that no photographic technique can fully reproduce the reality of a stone, its colour or inclusions. Photographs are provided for information purposes only.

The customer is informed that it may happen that the absence of absolutely distinctive characteristics prevents the identification or determination of a criterion (in particular compatible treatment or geographical origin).

In this respect, the customer expressly acknowledges and accepts that the LFG cannot be held liable in any way in the event that it is impossible to recognise a gem or a particular criterion.

With regard to the analysis of pearls, a certain number of restrictions apply:

- for pierced pearls, the fact of being strung or mounted on a metal part may hinder the analysis. The LFG reserves the right to ask the customer to dismantle a pearl in order to isolate it for precise analysis;
- for pierced pearls, the piercing may remove the central part of the pearl, making a diagnosis impossible. The LFG reserves the right not to give an opinion in such cases;
- for pearls smaller than 3 mm, the problems of identification are such that the LFG reserves the right not to give an opinion in such cases.

With regard to heat treatment analyses of corundum, and according to established and published scientific knowledge, the mention in the report of the presence or absence of thermal modification must be understood as thermal modification at moderate to high temperature.

Gems and jewellery deposited in the laboratory must be submitted cleaned. In the case of a request for diamond grading analysis (4C), they must be presented unmounted and cleaned.

Authorisation to issue an analysis report is evidenced by the signature of 2 authorised persons.

The LFG authorises its clients to refer to its COFRAC accreditation solely by reproducing the reports it issues in full.

Under no circumstances may the LFG be held liable for indirect or unforeseeable damage within the meaning of Articles 1150 and 1151 of the French Civil Code, which include, but are not limited to, any lost profit, loss of turnover or profits, loss of clientele, loss of opportunity or loss of value.

Apart from the cases expressly provided for in this article, the LFG may not be held liable.

ARTICLE 9 - FORCE MAJEURE:

In any event, the LFG cannot be held responsible for delays or impossibility of fulfilling its contractual obligations due to one or more events constituting force majeure, as defined by French case law.

ARTICLE 10 - INTELLECTUAL PROPERTY:

The LFG retains full ownership of the scientific information and documents collected during an analysis (photographs, spectra, etc.). In particular, it may use them in its scientific research and publications without mentioning the owner of the stone.

LFG undertakes to treat the analysis report and all documents sent to it as confidential and undertakes not to use them or communicate them to any third party whatsoever, for any reason whatsoever, except to prove the performance of the service and, in particular, to obtain payment for it, or at the request of a competent administrative authority or in compliance with a final court ruling.

Any partial reproduction of the documents sent to the customer on our analyses is strictly prohibited.

ARTICLE 11 - INFORMATION TECHNOLOGY AND CIVIL LIBERTIES:

The customer is notably informed that in accordance with article 32 of the amended law n°78-17 of 6 January 1978, relating to information technology, files and civil liberties, the information communicated by means of the forms is necessary to respond to his/her request and is intended for LFG, as the data controller, for administrative and commercial management purposes.

Customers are informed that they have the right to access, question and rectify any personal data concerning them that is inaccurate, incomplete, ambiguous, out of date or whose collection, use, communication or storage is prohibited.

Customers also have the right to object to the processing of their data for legitimate reasons, as well as the right to object to this data being used for commercial prospecting purposes.

All these rights may be exercised by writing to LFG, enclosing a copy of a signed identity document.

ARTICLE 12 - MISCELLANEOUS STIPULATIONS:

The fact that the LFG does not invoke one of the clauses of these general terms and conditions at a given time may not be interpreted as a waiver of the right to invoke one of the said clauses at a later date.

LFG shall perform the services itself. LFG shall, however, be entitled to appoint a third party as subcontractor for the performance of all or part of the contractual obligations incumbent upon it.

LFG shall be entitled to assign the rights and obligations resulting from the General Terms and Conditions to a third party and shall inform the Customer accordingly.

In the event that one or more stipulations of the general terms and conditions are considered null and void or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations of the general terms and conditions will retain all their force and scope.

ARTICLE 13 - JURISDICTION AND APPLICABLE LAW:

These general terms and conditions are governed exclusively by French law.

The Commercial Court of Paris shall have exclusive jurisdiction over any disputes relating to the services provided or to the interpretation of the general terms and conditions.

On request, the LFG will make available the complaints handling procedure.

* Organisation whose aim is to harmonise the language of gemmological reports.