

AGREEMENT FOR SUBMISSION OF ARTICLES

This agreement has been entered into by you, the Client and signatory of the receipt of this document (further referred to as 'the Client') and

International Diamond Laboratories FZCO, a company established in accordance with the Laws of Dubai (United Arab Emirates), operating under Service License No. 129932 (further referred to as 'IDL').

It applies to all jewels, loose diamonds, loose gemstones, or other precious or semi-precious stones or materials (further referred to 'Article') delivered by the Client to IDL and to all examinations, tests, and handlings (further referred to as 'Services'), performed by IDL on the Article(s).

1. **Registration & Delivery Authorization-** Any Service delivered by IDL to the Client is subject to registration. "The Article and corresponding report will be released only upon presentation of the original receipt issued by IDL to the Client. Alternatively, the Article and report may be released to a third party ('Nominated Person') only if: (a) the Client provides prior written authorization to IDL, clearly identifying the Nominated Person; (b) the Nominated Person presents the original receipt; and (c) the Nominated Person provides identification acceptable to IDL."
2. **Client Identification and Verification (KYC)-** The Client agrees to provide IDL with accurate and complete identification documents and information as may be requested by IDL at the time of submission or at any point thereafter. This information is required for IDL to comply with applicable laws and regulations, including but not limited to Know Your Customer (KYC), Anti-Money Laundering (AML), and Counter-Terrorist Financing (CTF) requirements. Required documentation may include, for individuals, a valid passport copy, Emirates ID (for UAE residents), or other government-issued identification, and for corporate entities, trade license, incorporation documents, and identification of beneficial owners. IDL reserves the right to refuse Services or withhold the release of Articles or reports if the Client fails to provide the requested information or if the information provided is unsatisfactory for compliance purposes. IDL shall maintain the confidentiality of such information, except where disclosure is required by law or regulatory authorities."
3. **Nature of IDL Report-** IDL laboratory reports 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 detecting devices, RAMAN and photoluminescence spectrophotometers. The laboratory report is not a guarantee, valuation and 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 unless a specific 'Appraisal Report' which would strictly be an opinion only and is requested by 'The Client' and provided by IDL.
4. **Client Obligations for Cleaning & Disclosure-** All Articles should be properly cleaned 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 of growing process the Article has been subjected to and of which he is aware of, including its synthetic nature. Failure by the Client to disclose known treatments, synthetic origin, or other relevant information about the Article may impact the accuracy of the report, necessitate additional testing time or costs, or, in certain circumstances, lead IDL to decline issuing a report. IDL shall not be held liable for inaccuracies resulting from the Client's non-disclosure.
5. **Service Performance & Timelines-** IDL will perform the examinations and services on the Articles as requested by the Client and confirm the receipt note. The Client agrees that they are solely responsible for all amounts, charged by IDL related to the Services that are performed on the Articles submitted by the Client to IDL as per the company's invoice. Any completion or delivery date quoted by IDL at the time of submission is only an estimate and could change depending on the efforts and results required by IDL to process this submission.
6. **Receipt Note & Reporting Policy-** The issuance 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 report. IDL reserves the right not to issue a report if an Article is determined to be outside the scope of its services, cannot be safely or conclusively tested using available methods, or falls into categories for which IDL does not provide reports (e.g., certain types of simulants or materials requiring highly specialized analysis beyond its competencies). IDL will inform the Client if a report cannot be issued, and charges may apply for work already performed.
7. **Insurance & Liability Limitation-** 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 collaborates with IDL or the provision of Services, will be limited to the sum paid to IDL by its insurance company. Subject to mandatory provisions of applicable UAE law, including prohibitions on limiting liability for gross negligence or willful misconduct by IDL. The Client agrees that the maximum liability of IDL, its employees, agents, or subcontractors for any loss or damage to the Article whilst in IDL's possession and control shall be limited to the amount recoverable and actually paid out under IDL's applicable insurance policy covering such Article. Information regarding insurance coverage limits can be provided upon request. Clients wishing coverage exceeding IDL's standard policy limits should arrange their own supplementary insurance.
8. **Color Changes in Gemstones-** Colored stones, such as yellow sapphires and others may experience changes in color intensity, such as fading or deepening, due to intrinsic properties of the gemstone. IDL will not be liable for any such changes that occur during the testing process.
9. **Data Usage & Photography-** 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. The Client agrees that IDL may photograph the Article and utilize examination results and data, on an anonymized basis without revealing Client identity, for internal research, educational publications, and advancing gemological knowledge. The Client waives any claim for compensation or intellectual property rights related to such anonymized use.
10. **Payment-** Payment for Services is due in full upon submission of the Article / upon notification of completion before collection unless allowed by a comprehensive agreement which allows delivery without immediate payment. In case of late payment by the Client, IDL reserves the right to refuse to deliver new Service requests and withhold delivery until full payment of the outstanding amounts is received.
11. **Incorporation, Severability, Amendment-** 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 amend these Terms and Conditions for future service requests at any time by posting updated T&Cs on its website or providing them at the time of submission. The Terms and Conditions applicable to the Services for a specific Article submitted by the Client are those in effect and provided to, or made available to, the Client at the time of that Article's submission.
12. **Governing Law-** Any Service delivered by IDL to the Client shall be governed by the laws of the emirates of Dubai, UAE together with any United Arab Emirates federal legislation that may be applicable.
13. **Dispute Resolution-** In the event of any dispute arising out of or in connection with this agreement, the parties shall use their reasonable endeavours 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 Dubai Chambers of Commerce. The arbitration proceedings and award shall be conducted and written in English and the arbitration proceedings and award shall be final and binding on both parties and not subject to any appeal.
14. **Collection, Storage, Lien, and Disposal of Uncollected Articles**
 - a. **Notification and Collection Period:** IDL shall notify the Client ('Notification') using the contact information provided at the time of submission when the Services are complete and the Article(s) and corresponding report(s) are ready for collection. The Client must collect the Article(s) and report(s) from IDL's designated premises within ninety (90) calendar days from the date of the Notification (the 'Collection Period'). Collection requires payment of all outstanding charges and presentation of the original receipt or fulfillment of authorized collection requirements as per Clause 1.
 - b. **Storage Fees:** Should the Client fail to collect the Article(s) and report(s) within the Collection Period, IDL reserves the right, without prejudice to its other rights, to levy storage fees. Such fees shall commence the day after the Collection Period expires at a rate of AED 1,000 per month per article or a 1% per month of the 'Fair Market Value' of the article, whichever is lower and is payable upon eventual collection.
 - c. **Lien:** The Client acknowledges and agrees that IDL shall have a general lien over the Article(s) in its possession for all sums due and owing by the Client to IDL, including but not limited to service fees, storage fees, disposal costs, and any other applicable charges.
 - d. **Abandonment and Right of Disposal:** If the Client fails to collect the Article(s) and report(s) and fails to pay all outstanding charges (including accrued storage fees) within six (6) calendar months following the expiry of the Collection Period, despite reasonable attempts by IDL to contact the Client using the provided contact details, the Article(s) shall be deemed irrevocably abandoned by the Client.
 - i. Upon the Article(s) being deemed abandoned, IDL shall be entitled, at its sole discretion and without any further liability to the Client, to dispose of the Article(s) by means it deems appropriate (including, but not limited to, private sale, public auction, or donation).
 - ii. IDL shall apply any proceeds from such disposal first towards settling all outstanding charges owed by the Client (including service fees, storage fees, interest, and reasonable costs of disposal).
 - iii. Any surplus proceeds remaining after settling all outstanding charges shall be held for the Client for a period of one (1) year from the date of disposal. If unclaimed by the Client within this period, the surplus shall be forfeited to IDL or handled in accordance with applicable UAE laws regarding unclaimed property.
 - iv. If the proceeds of disposal are insufficient to cover all outstanding charges, the Client shall remain liable to IDL for the deficit.
 - e. **Cessation of Liability:** IDL's liability for the Article(s), including under its insurance policy (as limited by Clause 7 - Note: Renumbered), shall cease upon the expiry of the Collection Period, save for liability arising from IDL's gross negligence or willful misconduct occurring thereafter. Upon the Article(s) being deemed abandoned under Clause 14.d, IDL shall have no further responsibility or liability whatsoever concerning the Article(s).
15. **Force Majeure Clause:** For the purposes of this Agreement, a "Force Majeure Event" means any event or circumstance which is beyond the reasonable control of IDL, is unforeseeable, and prevents or delays IDL from performing any of its obligations under this Agreement. The Force Majeure Events shall include, but are not limited to, Acts of God (such as earthquakes, floods, hurricanes, severe storms, or other natural disasters); War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; Rebellion, revolution, insurrection, military or usurped power, or civil war; Riot, commotion, strikes, go-slows, lockouts, or disorder (unless solely restricted to employees of the Affected Party or its subcontractors); Acts of terrorism or sabotage; Epidemics or pandemics officially declared by the government or health authorities in the United Arab Emirates; Fire or explosion in IDL premises; Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; Acts, orders, or regulations issued by any governmental or regulatory authority in the United Arab Emirates that directly impede performance.
 - a. Notification of Force Majeure Event- IDL shall give notice to the Client of a Force Majeure Event as soon as reasonably practicable, but not later than seven (7) calendar days after the date on which it became aware, or should reasonably have become aware, of the Force Majeure Event, specifying the event, its likely duration, and the obligations affected.
 - b. Consequences of Force Majeure Event- If a Force Majeure Event occurs, IDL's obligations under this Agreement shall be suspended to the extent that they are affected by the Force Majeure Event for the duration of the event.
 - c. The time for performance of the affected obligations shall be extended by a period equal to the duration of the Force Majeure Event, plus such additional time as may be reasonable to resume performance. IDL shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to resume full performance of its obligations as soon as possible.
 - d. During the period of suspension due to a Force Majeure Event, neither party shall be liable to the other for damages arising from the failure to perform the suspended obligations. Notwithstanding this clause, the obligation to make payments duly accrued before the occurrence of the Force Majeure Event shall not be suspended.

End.

Accepted & Agreed by Client

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Name & Signature:

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 - c. **Lien:** The Client acknowledges and agrees that IDL shall have a general lien over the Article(s) in its possession for all sums due and owing by the Client to IDL, including but not limited to service fees, storage fees, disposal costs, and any other applicable charges.
 - d. **Abandonment and Right of Disposal:** If the Client fails to collect the Article(s) and report(s) and fails to pay all outstanding charges (including accrued storage fees) within six (6) calendar months following the expiry of the Collection Period, despite reasonable attempts by IDL to contact the Client using the provided contact details, the Article(s) shall be deemed irrevocably abandoned by the Client.
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 - ii. IDL shall apply any proceeds from such disposal first towards settling all outstanding charges owed by the Client (including service fees, storage fees, interest, and reasonable costs of disposal).
 - iii. Any surplus proceeds remaining after settling all outstanding charges shall be held for the Client for a period of one (1) year from the date of disposal. If unclaimed by the Client within this period, the surplus shall be forfeited to IDL or handled in accordance with applicable UAE laws regarding unclaimed property.
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 - a. Notification of Force Majeure Event- IDL shall give notice to the Client of a Force Majeure Event as soon as reasonably practicable, but not later than seven (7) calendar days after the date on which it became aware, or should reasonably have become aware, of the Force Majeure Event, specifying the event, its likely duration, and the obligations affected.
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End.

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Name & Signature: