



# GÜBELIN

## GUBELIN GEM LAB LUCERNE – ORDER FORM

### Client Information

Submitter

Order Number

In-take Date

Requested Due Date<sup>1</sup>

E-mail Address

Tel. No.

Comments

**Mailing:** If not otherwise instructed, all listed items will be returned to the address of the submitter indicated above.

<sup>1</sup> Please note: for express service (testing within 2 working days) a surcharge of CHF 300 per stone will apply. This surcharge is not applicable during Off-Premise-Testings.

### Order Information

Item	Weight	Colour	Description	Express Service	Requested Services	Declared Value (USD)
<i>example:</i>	<i>3.50 ct</i>	<i>blue</i>	<i>one faceted gemstone</i>		<i>B; P (12050896)</i>	
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Total declared value

List of main services: please select the service/s you request and list the letter/s in the table above.

You will find a detailed description of our laboratory services on the current tariff list / pricing schedule on our website.

#### Coloured Stones – Gemmological Report

- A Without origin (incl. Rating)
- B With origin (incl. Rating)
- L Gemmological Profile
- L1 Gemmological Profile Plus
- O Gemstone Rating only

#### Jewellery Services

- M1 Jewellery Passport (identification)
- M2 Jewellery Passport (including treatment)
- N1 do not unmount
- N2 unmount & remount
- N3 unmount / do not remount

#### Diamonds – Gemmological Report

- C Colourless
- C1 Colourless – short
- D/E Fancy Colour without / with clarity grading
- F Origin of Colour
- G Type determination only

#### Pearls – Gemmological Report

- H Identification
- I Grading
- J Nacre Thickness
- K Extended

#### Additional Services

- P Re-identification, Re-cut of coloured stones / Follow-up grading of repolished diamonds (only upon return of the Original Report)
- Q Duplicate of Original Report (please indicate previous Report no.)
- R Consultancy service (Verbal)
- S Precious Metal Analysis
- T Translation in Chinese language
- U Translation in Japanese language
- V Voluntary disclosure of client's name
- W Identification of filling material

The document 'General Terms and Conditions' ("Terms") is an integral part of this order. The Customer hereby certifies that she / he has read the information on this Order Form, the Terms, and the current tariff list and accepts them fully. According to the Terms all items sent to Gubelin have to be insured by the Customer (submitter) for the delivery to Gubelin, the time period during which the items are in the laboratory and the return of the items to the Customer. The Customer further confirms that all goods have been properly declared in compliance with customs regulations.

Do not apply Laser Ablation-ICP-MS Analysis  
Do not conduct colour stability test

Item/s received

Date, Customer Name & Company

Date, Gubelin Gem Lab Ltd.

# GENERAL TERMS AND CONDITIONS

## 1. Scope.

These General Terms and Conditions ("Terms") are applicable to all customers (the "Customers" and each, individually, a "Customer") of Gübelin Gem Lab Ltd. ("Gübelin"), a Swiss company limited by shares for gemmological analyses or similar services (the "Services").

## 2. Transportation and Insurance.

All diamonds, gemstones, pearls, jewellery and other items ("Gemstones") may be delivered to Gübelin in Lucerne, Switzerland at Customer's risk via courier service or registered mail or other means of transport at the election of Customer. Any and all Gemstones sent to Gübelin shall be insured by Customer to their full value, such insurance covering the delivery to Gübelin, the time period during which the Gemstones are at the laboratory, as well as at other Gübelin facilities, transfers among different Gübelin facilities by professional shipping companies, and the return of such Gemstones from Gübelin to Customer. Customer is solely responsible for and shall arrange the completion of all formalities with respect to the import and export of Gemstones into and out of Switzerland and the payment of all import and other duties. Gübelin shall not accept any Gemstones for which import, export and customs formalities have not been completed.

## 3. Fees and Conditions of Payment.

The fees for Gübelin's Services shall be governed by Gübelin's tariff list in effect at the time of the placement and acceptance of any order. The tariff list is available on Gübelin's website and shall be provided to Customers upon request. Invoices for Services rendered become due with the completion of the Services and shall be paid by wire transfer within 30 days of the invoice date. Gübelin reserves the right to demand payment prior to delivery of Services. New customers are required to provide payment in advance of the performance of any work.

## 4. Delivery Deadlines.

Gübelin does not guarantee the performance of the Services by any specific date. Orders will, however, under normal circumstances be completed by Gübelin within 10 business days after the receipt of the order. If this is not possible, Gübelin will inform the Customer.

## 5. Scope of Services and Report.

Gübelin Services include Gemmological Reports for diamonds, gemstones, pearls, precious metals and jewellery ("Reports"), Gemmological Profiles and Portraits ("Books"), Jewellery Passports, Lot Passports and Gem Passports ("Passports"), as well as Gemstone Rating Documents ("Ratings"), altogether referred to as gemmological documents ("Documents"). See [gubelingemlab.com](http://gubelingemlab.com) for details on these Services. Gübelin shall deliver to Customer a physical and / or digital Document (by electronic transmission) or verbal opinion (see below), reflecting the results of Gübelin's examination of the Gemstones provided to Gübelin.

Only the original Document issued by Gübelin shall be considered by Customer as representing the results obtained by Gübelin during its examination. Possible signatures featured in some of the Documents (e.g. Reports) may be electronic/facsimiles. Electronic/facsimile signature are intended to authenticate the Documents and shall have the same force and effect as handwritten signatures, they have no effect on the content validity of the Document. Gübelin staff whose signatures are featured in the Document have personally examined the item and/or reviewed analytical data relating to the item, as obtained by other Gübelin staff. Photographs of Gemstones serve solely as a representation of the examined Gemstones and may differ in appearance from the original Gemstones.

The results contained in the Document shall be limited to a selection of identified characteristics, which were ascertained during the examination of the Gemstones in accordance with the scientific standards current at the time of the examination, and/or the testing standard defined for the particular Service. It is possible that a later re-examination of the Gemstones may lead to different results, should the applicable scientific standards for the examination change subsequent to the examination of the Gemstones by Gübelin, or due to a diverging scope and depth of analyses and/or data evaluation procedures applied for the different Services. In such cases, any previous Document(s) is/are considered as outdated and not valid any longer. The validity of a Document can be checked through the Online Verification tool on our website at [www.gubelingemlab.com](http://www.gubelingemlab.com).

Voluntary disclosure of Customer's name: upon specific request by Customer, Gübelin adds a comment on the Document disclosing the name of the Customer who presented the stone to Gübelin for testing. The mention of Customer's name on the Document does not imply any evidence regarding the ownership of the stone, nor does it provide any reliable information on the possible provenance or supply chain of the stone.

## 6. Verbal Opinion and GemCard.

For some gemstones a preliminary verbal opinion ("Verbal") is possible based on a short analysis. A Verbal is a non-binding, non-committal and informal opinion of the gemmologist on a very limited basis of analytical indications. If Customer requests a Verbal, Gübelin contacts Customer before performing the full analysis, giving Customer the option of adjusting the requested service, based on this preliminary information. The Verbal might differ from the final result on the Document. In such a case, the standard fee for the full service will be charged. Gübelin is not always in the position to give a Verbal on an item. Customer is obliged to pay the cost for the Verbal service, regardless of the completeness and accuracy of this preliminary information. The Gübelin GemCard is a preliminary, informal, incomplete and non-binding conclusion of the analysis performed on a Customer item and is handed out to Customer on paper, filled in handwriting by a Gübelin employee. The GemCard is only handed out personally on Off-Premises-Testing (OPT) or fairs and is not sent to Customer, neither in hard copy nor electronically. The GemCard contains limited information on the conclusion of the analysis performed on the item and does not replace the formal Gübelin Document, which is the only fully reliable Document. The GemCard is not subjected to the standard quality control procedure performed on formal Documents and thus, information on the GemCard might differ from the information stated on the later issued Document. Gübelin strongly discourages from concluding any non-reversible deals solely on the basis of the Verbal or the GemCard.

## 7. Origin of Gemstones.

A professional opinion regarding the probable geographic origin of a Gemstone may be given whenever possible and upon request by Customer. Information concerning the geographic origin of a Gemstone is based on comparisons of gemmological characteristics (such as internal features, physical or chemical characteristics) with the characteristics of reference stones of known identity, the results of continuing scientific research of Gübelin and published gemmological findings. Gübelin's opinion concerning geographical origin of a Gemstone is not an expression of an opinion concerning the quality or value of the examined Gemstone. Designations of geographic origin are expressions of opinion based on known facts and scientific observation but Gübelin makes no warranty whatsoever regarding the actual origin of any Gemstone. The combination of data may not, in all instances, provide the necessary basis for an origin determination. When such case arises, Gübelin does not comment as to the origin of the gemstone on the Document.

## 8. Explanations with Respect to the Treatment and Handling of Gemstones.

In accordance with internationally accepted standards, Gübelin may not mention all types of treatments that may have been applied to or used with respect to the Gemstones under examination. The fact that a particular method or treatment is not specifically mentioned in a Document does not mean that such treatments or methods were not used with respect to the particular Gemstone. Any remarks concerning the presence or absence of any treatment type or method are solely the expression of the findings made by Gübelin.

## 9. Identification, Grading and Treatment of Diamonds.

Gübelin only grades diamonds which have been determined to be natural. Synthetic (aka lab-grown) diamonds will be identified as such but will not be graded by quality grades. Symbols used in plotting diagrams show the approximate size, type, number and location of internal and external characteristics of the examined diamond. If significant characteristics are present, smaller external characteristics as well as minute inclusions may not be included in the plotting diagram. Enhancements to the clarity or coloration of a natural diamond will be mentioned in the Document. However, its quality will not necessarily be graded.

Gübelin notes that certain treatment methods used on diamonds are difficult to detect or can only be detected under very specific circumstances. Accordingly, Gübelin makes no warranty whatsoever that the analysis performed by Gübelin has revealed all treatments to which a diamond has been subjected

## 10. Analysis of Precious Metals.

On demand of Customer precious metals are analysed by LA-ICP-MS (see below). Gold (Au), silver (Ag), copper (Cu), platinum (Pt), palladium (Pd), zinc (Zn), nickel (Ni), lead (Pb), rhodium (Rh), manganese (Mn), iron (Fe), tin (Sn), arsenic (As) and antimony (Sb) are quantitatively analysed.

## 11. Passports and Gemstone Rating.

Passports and Ratings are issued on the basis of a different, reduced standard of analysis as is applied on Gübelin Reports. Thus, Passports and Ratings are not subject to the same level of scrutiny as

Gübelin Reports, and they do not comply with the standards specified by the Gübelin Seal. These services differ from Reports with regards to the depth, breadth, details and numbers of analyses. The detail of disclosure – specifically regarding authenticity and treatments – used in Passports and Ratings is also limited and simplified compared to Reports. Owed to this reduced level of analysis and disclosure, the findings stated in a Passport or Rating document might not be consistent with the findings stated in a Gübelin Report for the same item.

## 12. Scientific Research & Communication.

All data, including but not limited to gemmological, geological or chemical data, as well as photography, video and other visual media, which is gathered by Gübelin during the analysis of any Gemstones remains the sole property of Gübelin and may be freely used for scientific research or commercial purposes by Gübelin.

## 13. Acceptance of Services.

Orders processed by Gübelin shall be examined by Customer within ten (10) business days beginning on the date of delivery to Customer. The Services and Gübelin's work products shall be deemed to be accepted unless a written notice describing the deficiency is received by Gübelin within the applicable time period set forth above.

The analyses that Gübelin applies include non-destructive and, if required, quasi nondestructive analytical methods, such as Laser Ablation – Inductively Coupled Plasma – Mass Spectrometry (LA-ICP-MS). This method evaporates minute amounts from the girdle (whenever possible) by means of a laser beam. The LA-ICP-MS analysis creates a small pit with a diameter of, typically, 0.08 mm and a depth of approximately 0.005 – 0.010 mm. These pits are hardly visible by 10x magnification, and the loss of weight is below 0.0001 ct and can thus not be detected by any gemmological weight balance. The LA-ICP-MS analysis does not affect the quality or visual appearance of the gemstone.

## 14. Affiliated Companies, Subcontractors and other Auxiliaries.

The Customer agrees to Gübelin having works, including, but not limited to handling, testing, analysing, unmounting and mounting of the Gemstone, done by affiliated companies, subcontractors or other auxiliaries. Furthermore, Customer agrees that regardless of the place of submission of the stone, the service or parts of the service might be carried out by other Gübelin facilities. This implies the acceptance of the shipment of items by professional shipping companies.

Customer has the option to commission Gübelin to carry out unmounting / remounting services. Customer accepts after signature of this agreement that Gübelin is not liable for any damage which might occur to the gemstones, pearls or jewellery during the unmounting or remounting process. All risk of potential damage to the gemstones, pearls or jewellery is borne exclusively by Customer. Gübelin assures that the unmounting / remounting services are conducted by experienced and trained professionals only.

## 15. Warranty and Liability.

Gübelin shall not be liable under any circumstances to Customer or any other person if (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) any Document prepared by Gübelin was subsequently modified without Gübelin's written consent or (c) Customer should not have disclosed to Gübelin all material facts known to Customer with respect to the Gemstone analysed.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 15, GÜBELIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES BY GÜBELIN OR ANY OF ITS AGENTS OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DECLINED.

CUSTOMER MAY NOT BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE TERMS UNLESS SUCH ACTION IS COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. THE LIABILITY OF GÜBELIN HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES DUE TO GROSS NEGLIGENCE AND WILLFUL BEHAVIOUR INCURRED WITH RESPECT TO THE SERVICES BY GÜBELIN. IN NO EVENT SHALL GÜBELIN BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

GÜBELIN IS NOT LIABLE FOR ANY LOSS OF OR DAMAGE TO THE GEMSTONE DUE TO NEGLIGENT OR WILLFUL BEHAVIOUR OF A SUBCONTRACTOR OR OTHER AUXILIARY (pursuant to #14).

## 16. Copyright and Other Intellectual Property Rights.

All Gübelin's patents, trade secrets, copyrights, trademarks, service marks, proprietary materials, methods, processes, know-how or other intellectual property and all improvements to any of the foregoing (collectively "Gübelin Property") used in connection with the Services shall remain the sole and exclusive property of Gübelin, and Customer's rights to use such Gübelin Property shall be limited to those permitted by these Terms. Any Gübelin Property or improvements thereto which are used, improved, modified or developed by Gübelin at any time shall be the sole and exclusive property of Gübelin. Gübelin hereby grants Customer a royalty-free, non-transferable, non-exclusive license to use Gübelin Property solely in connection with the use of any Document created as part of the Services.

The Customer agrees that Gübelin may publish analytical data, photos, videos or other visual media of the gemstone for which Gübelin has prepared a Document in its folders, brochures, other publications and on its website and its social media platforms, provided, however, that the identity of the owner of the gemstone is not mentioned.

## 17. Payment Default.

If Customer fails to pay any invoice for Services provided by Gübelin in whole or in part on or before the date required, Customer shall pay interest to Gübelin at the rate of five (5) percent per year. The specification or charging of interest shall not be deemed an agreement to extend credit. If a Customer fails to pay any invoice for services provided by Gübelin in whole or in part for more than thirty (30) days, Gübelin may refuse to complete orders which have been, or will be, placed with Gübelin until such outstanding amounts and any interest on such outstanding amounts owing to Gübelin have been paid in full. Notwithstanding the foregoing, Gübelin shall be entitled all other available remedies at law or in equity.

## 18. Governing Law and Jurisdiction; Place of Performance.

THE CONSTRUCTION AND VALIDITY OF THESE TERMS SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND, REGARDLESS OF WHERE ANY ORDER WAS PLACED OR FILED, THE PLACE OF PERFORMANCE OF THE SERVICES OR DELIVERY OF DOCUMENTS OR WHERE ANY OTHER ACT OR PERFORMANCE OCCURRED. THE CUSTOMER AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN LUCERNE, SWITZERLAND, WITH RESPECT TO ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED BY GÜBELIN.

## 19. Revisions.

Gübelin may change, revise, amend or modify these Terms from time to time. Gübelin shall provide Customers 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.

## 20. Entire Agreement; Modifications or Waivers.

Gübelin may change, revise, amend or modify these Terms from time to time. Such changes, revisions, amendments or modifications shall become effective without any further action by any party, but shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.