



# GIA®

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## Client Agreement

### GIA Laboratories - GIA实验室

Antwerp	Gaborone	New York
Bangkok	Hong Kong	Ramat Gan
Carlsbad	Johannesburg	Tokyo

GIA.edu

## COVER PAGES to GIA Client Agreement

### GIA客户协议封面页

This Client Agreement (the "**Agreement**") consists of (i) the Cover Pages below, (ii) the attached Client Agreement Terms and Conditions (the "**Terms and Conditions**"), (iii) any applicable country specific Exhibit(s) referenced below, and (iv) the GIA policies, procedures, guidelines, and codes referenced in the attached Terms and Conditions. In the event of a conflict between the Terms and Conditions and an applicable country specific Exhibit, the terms in the country specific Exhibit will apply and control for the applicable country.

本客户协议 ("本协议") 由下列各部分组成: (i) 本封面页, (ii) 随附的客户协议条款和条件 ("条款和条件"), (iii) 下文所述的任何有关国家的特定附件, 以及 (iv) 所附条款和条件中列明的GIA政策、程序、指南和规范。如果条款和条件与有关国家的特定附件相抵触, 就相关国家而言, 以该国家的特定附件的条款为准。

This Agreement is entered into by the undersigned client ("**you**" or the "**Client**") and, except as set forth below in the Cover Pages, Gemological Institute of America, Inc., a nonprofit organization, ("**GIA**") with a place of business at 5345 Armada Drive, Carlsbad, California 92008, United States of America.

除本封面页另有规定, 本协议由以下签字的客户 ("您"或"客户") 与非盈利机构美国宝石学院 ("GIA") 订立。GIA的营业地点位于美国加利福尼亚州卡里斯巴德Armada Drive 5355号, 邮编 92008 (5355 Armada Drive, Carlsbad, California 92008, United States of America)。

**Key Provisions.** You acknowledge and agree to the following:

主要条款。您确认和同意:

**Law Enforcement Requests and Competing Ownership Claims.** Section 7 (Law Enforcement Requests and Competing Claims) includes terms and conditions pursuant to which GIA may not return to you an Article that was submitted by you to GIA, including without limitation because law enforcement has requested that GIA retain possession of the Article or because someone else claims to own the Article.

执法请求和对所有权的对抗性主张。第7条(执法请求和对所有权的对抗性主张)包括GIA依此可不向您退还您提交给GIA的物品的条款和条件, 包括但不限于执法部门要求GIA保留该物品或其他人主张拥有该物品。

**Dispute Resolution; Class Action Waiver.** This Agreement contains an Arbitration and Class Action Waiver Provision in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) of the Terms and Conditions, which affects your rights under this Agreement. If you are located in the United States, you may opt out of binding arbitration and the class action waiver as provided in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

争议解决; 放弃集体诉讼权。本协议中条款和条件第24条(争议解决和仲裁/放弃集体诉讼权)包含可影响您在本协议下权利的规定。如果您在美国, 您可以根据第24条(争议解决和仲裁/放弃集体诉讼权)选择排除具有约束力的仲裁和放弃集体诉讼权规定。

**Limits on GIA's Liability.** The Terms and Conditions include provisions that limit GIA's liability and affect your ability to collect damages from GIA, including without limitation Section 13 (Limitations on GIA's Liability; Insurance).

GIA责任限制。条款和条件包含限制GIA的责任并影响您从GIA获得损害赔偿的条款, 包括但不限于第13条(GIA责任限制; 保险)。

**Which GIA Entity Is a Party to this Agreement?** The terms below describe which GIA Affiliated Laboratory is a party to this Agreement with respect to Articles that you submit to each GIA Affiliated Laboratory. Therefore, depending on where you submit Articles, you may have a Client Agreement with more than one GIA Affiliated Laboratory. For purposes of this Agreement, the term "**GIA Affiliated Laboratory**" means (i) one of the GIA affiliated laboratories described below and (ii) any other gem laboratory owned or operated by GIA or an affiliate of GIA.

哪个GIA实体是本协议的签约方? 就您向各GIA附属实验室提交的物品而言, 以下条款说明哪些GIA附属实验室是本协议的签约方。因此, 根据您的提交物品的地点, 您可能与多家GIA附属实验室签订客户协议。就本协议的目的而言, "GIA附属实验室"指(i)下述与GIA关联的实验室之一, 和(ii)GIA或GIA关联方拥有或运营的其他宝石实验室。

**Belgium.** If you deliver or ship Articles to the GIA laboratory in Belgium, this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local business unit in Belgium. Furthermore, if you deliver or ship Articles to the GIA laboratory in Belgium and if you are a consumer (as opposed to a business entity) in Belgium, then the terms in Exhibit Belgium attached to this Agreement shall apply. For clarity, Exhibit Belgium shall not apply if you are a company, corporation or other legal or business entity.

比利时。如果您向比利时的GIA实验室交付或运送物品, 本协议应在您与美国宝石学院, 而非与GIA在比利时的本地商业实体之间订立。此外, 如果您向比利时的GIA实验室交付或运送物品, 并且您是比利时的消费者(而非商业实体), 则适用本协议后附的比利时附件的规定。为明确起见, 如果您是一家公司、社团或其他法律或商业实体, 则不适用比利时附件。

**Botswana.** If you deliver or ship Articles to GIA Education and Laboratory Limited, a company organized under the laws of Botswana with offices at Suites 301 and 201, GIA Centre, Diamond Technology Park, Plot 67782, Block 8, Gaborone, Botswana ("**GIA Botswana**"), or to a GIA LabDirect Program Participant (as defined in the Terms and Conditions) located in Botswana for forwarding to Gemological Institute of America, Inc. or to any GIA Affiliated Laboratory, then this Agreement, including without limitation Exhibit Botswana attached hereto, will be between you and GIA Botswana for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Botswana for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, Exhibit Botswana will only apply if this Agreement is between you and GIA Botswana.

博茨瓦纳。如果您向GIA教育和试验有限公司(一家根据博茨瓦纳法律成立的公司, 办公地址在Suites 301 and 201, GIA Centre, Diamond Technology Park, Plot 67782, Block 8, Gaborone, Botswana下称"GIA博茨瓦纳公司")或位于博茨瓦纳的GIA实验室参加者(定义见条款和条件)交付或运送物品旨在转交给美国宝石学院或任何GIA附属实验室, 则就相关的物品和相关服务而言, 本协议(包括但不限于博茨瓦纳附件)将在您与GIA博茨瓦纳公司之间订立。在此情况下, 就相关的物品和服务而言, "GIA"指并仅指GIA博茨瓦纳公司。为避免疑义, 博茨瓦纳附件仅在本协议系由您与GIA博茨瓦纳公司之间订立的情况下适用。

**Hong Kong.** If you deliver or ship Articles to the GIA laboratory in Hong Kong, this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local business unit in Hong Kong.

香港。如果您向香港的GIA实验室交付或运送物品, 本协议应在您与美国宝石学院, 而非GIA在香港的本地商业单元之间订立。

**Israel.** If you deliver or ship to the GIA laboratory in Israel, this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local

business unit in Israel. **It is understood that with respect to GIA's laboratory in Israel, the rules of the Ramat Gan Diamond Exchange shall not apply in any manner to this Agreement or to any GIA Affiliated Laboratories; and any and all disputes, suits, actions, and claims related to or arising out of this Agreement shall be resolved exclusively pursuant to Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) of the Terms and Conditions.**

以色列。如果您向以色列的GIA实验室交付或运送物品，本协议应在您与美国宝石学院，而非GIA在以色列的本地商业单元之间订立。双方理解，就以色列的GIA实验室而言，本协议或任何GIA附属实验室不适用以色列拉马特甘钻石交易所的规则；因本协议产生的或与之有关的任何及一切争议、诉讼、起诉和索赔应仅按照条款和条件第24条（争议解决和仲裁/放弃集体诉讼权）的规定解决。

**Japan.** If you deliver or ship Articles to GIA Tokyo Godo Kaisha, a company organized under the laws of Japan with offices at Yamaguchi Building 7, 11th Floor, 4-19-9 Taito, Taito-ku, Tokyo, 110-0016, Japan ("**GIA Tokyo**"), or to a GIA LabDirect Program Participant (as defined in the Terms and Conditions) located in Japan for forwarding to Gemological Institute of America, Inc. or to any GIA Affiliated Laboratory, then this Agreement, including without limitation Exhibit Japan attached hereto, will be between you and GIA Tokyo for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Tokyo for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, Exhibit Japan will only apply if this Agreement is between you and GIA Tokyo.

日本。如果您向GIA Tokyo Godo Kaisha（一家根据日本法律成立的公司，办公地点在Yamaguchi Building 7, 11th Floor, 4-19-9 Taito, Taito-ku, Tokyo, 110-0016, Japan, "GIA东京公司"）或位于日本的GIA实验室参加者（定义见条款和条件）交付或运送物品，旨在转交给美国宝石学院或任何GIA附属实验室，则就相关的物品和相关服务而言，本协议（包括但不限于日本附件）将在您与GIA东京公司之间订立。在此情况下，为了本协议之目的，就相关的物品和服务而言，"GIA"指并仅指GIA东京公司。为避免疑义，日本附件仅本协议是由您与GIA东京公司之间订立的情况下才适用。

**South Africa.** If you deliver or ship Articles to GIA Education and Laboratory Proprietary Limited in South Africa with offices at The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa ("**GIA South Africa**") or to a GIA LabDirect Program Participant (as defined in the Terms and Conditions) located in South Africa for forwarding to Gemological Institute of America, Inc. or to any GIA Affiliated Laboratory, then this Agreement, including without limitation Exhibit South Africa attached hereto, will be between you and GIA South Africa for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA South Africa for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, Exhibit South Africa will only apply if this Agreement is between you and GIA South Africa.

南非。如果您向南非的GIA Education and Laboratory Proprietary Limited（办公地点在The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa, "GIA南非公司"）或者位于南非的GIA实验室参加者（定义见条款和条件）交付或运送物品，旨在转交给美国宝石学院或任何GIA附属实验室，则就相关的物品和相关服务而言，本协议（包括但不限于南非附件）将在您与GIA南非公司之间订立。在此情况下，为了本协议之目的，就相关的物品和服务而言，"GIA"指并仅指GIA南非公司。为避免疑义，南非附件仅在本协议是由您与GIA南非公司之间订立的情况下才适用。

**Thailand.** If you deliver or ship Articles to Gemological Research (Thailand) Company Limited in Thailand with offices at U Chu Liang Building, 6th and 10th Floors, 968 Rama IV Road, Silom, Bangrak, Bangkok, 10500, Thailand ("**GIA Thailand**"), or to a GIA LabDirect Program Participant (as defined in the Terms and Conditions) located in Thailand for forwarding to Gemological Institute of America, Inc. or to any GIA Affiliated Laboratory, then this Agreement, including without limitation Exhibit Thailand attached hereto, will be between you and GIA Thailand for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Thailand for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, Exhibit Thailand will only apply if this Agreement is between you and GIA Thailand.

泰国。如果您向泰国的 Gemological Research (Thailand) Company Limited（办公地点在U Chu Liang Building, 6th and 10th Floors, 968 Rama IV Road, Silom, Bangrak, Bangkok, 10500, Thailand, "GIA泰国公司"）或位于泰国的GIA实验室参加者（定义见条款和条件）交付或运送物品，旨在转交给美国宝石学院或任何GIA附属实验室，则就相关的物品和相关服务而言，本协议（包括但不限于泰国附件）将在您与GIA泰国公司之间订立。在此情况下，为了本协议之目的，就相关的物品和服务而言，"GIA"指并仅指GIA泰国公司。为避免疑义，泰国附件仅在本协议是由您与GIA泰国公司之间订立的情况下才适用。

For clarity, if you deliver or ship Articles to a GIA LabDirect Program Participant (as defined in the Terms and Conditions) located in Belgium, Hong Kong, Israel or any country where GIA and its affiliates do not operate a grading laboratory, then this Agreement will be between you and Gemological Institute of America, Inc., for purposes of those Articles and the related Services.

为免生疑问，如您交付或装运物品至位于比利时、香港、以色列或任何GIA或其关联人没有营运分级实验室的地区的GIA实验室项目参加者（如条款和条件中定义），则有关该等物品及相关服务，本协议将适用于您和美国宝石学院。

**Example.** If you ship or deliver 100 diamonds to a GIA LabDirect Program Participant in Japan, you ship or deliver 50 emeralds to Gemological Institute of America, Inc. in New York, New York, USA, and you ship or deliver 25 pearls to Gemological Research (Thailand) Company Limited in Thailand, then (i) with respect to the 100 diamonds and the related Services, this Agreement (including without limitation Exhibit Japan) will be between you and GIA Tokyo Godo Kaisha, (ii) with respect to the 50 emeralds and the related Services, this Agreement (without any Exhibits) will be between you and Gemological Institute of America, Inc., and (iii) with respect to the 25 pearls and the related Services, this Agreement (including without limitation Exhibit Thailand) will be between you and Gemological Research (Thailand) Company Limited.

**举例。**如果您向日本的GIA实验室参加者发送或交付 100 颗钻石，向美国纽约州纽约市的美国宝石学院发送或交付 50 颗绿宝石，并且向泰国的 Gemological Research (Thailand) Company Limited 发送或交付 25 颗珍珠，则(i)就 100 颗钻石及相关服务而言，本协议（包括但不限于日本附件）将在您与GIA Tokyo Godo Kaisha 之间订立，(ii)就 50 颗绿宝石及相关服务而言，本协议（不包括任何附件）将在您与美国宝石学院之间订立，及 (iii) 就 25 颗珍珠及相关服务而言，本协议（包括但不限于泰国附件）将在您与 Gemological Research (Thailand) Company Limited 之间订立。

If you deliver or ship Articles to any GIA Affiliated Laboratory or take-in window not identified above, then you will be required to enter into a separate Client Agreement with that other GIA Affiliated Laboratory or take-in window.

如果您向任何GIA附属实验室或上文未指明的接收窗口交付或发送物品，则您需和相关的GIA附属实验室或接收窗口单独签署一份客户协议。

GIA may provide copies of this Agreement to the GIA Affiliated Laboratories and to any of its other affiliates, including without limitation any company that owns or controls Gemological Institute of America, Inc., directly or indirectly, and any company that is owned or controlled, directly or indirectly, by Gemological Institute of America, Inc.

GIA可将本协议的副本提交给GIA附属实验室及其任何其他关联方，包括但不限于直接或间接拥有或控制美国宝石学院的公司以及美国宝石学院直接或间接拥有或控制的公司。

The undersigned is the Client or is a duly authorized officer, principal or representative of the Client with the right to bind the Client by this Agreement and has affixed his/her signature as of the date set forth below (the "**Effective Date**").

以下签字人是客户或经正式授权并有权通过本协议约束客户的客户管理人员、委托人或代表，并于下述日期（"生效日"）签字。

**By signing this Agreement, you represent that you have read this Agreement, that you understand and agree to the terms in this Agreement and that this Agreement affects your legal rights.**

通过签署本协议，您声明您已阅读本协议，理解和同意本协议的条款，并且理解和同意本协议对您的合法权利产生影响。

You promise, represent and warrant during the term of this Agreement that the Know Your Customer/Client information, materials and documents that you provide to GIA from time to time are complete and accurate, including without limitation the information, materials and documents you provide to GIA via the GIA Client Portal and in emails you send to GIA. If requested by GIA, you agree to provide to GIA written evidence verifying the Know Your Customer/Client information, materials and documents. You agree that GIA may provide the information to the Responsible Jewellery Council ("RJC") upon request by the RJC and to others as specified in the Terms and Conditions.

您在本协议有效期内承诺、声明和保证，您不时提供给GIA的"了解顾客/客户"信息、材料和文件均是完整的和准确的，包括但不限于您通过GIA客户端或在发给GIA的电子邮件中向GIA提供的信息、材料和文件。如果GIA提出要求，您同意向GIA提供核实"了解顾客/客户"信息、材料和文件的书面证据。您同意，应责任珠宝业委员会（下称"RJC"）的要求，GIA可以向RJC或条款和条件中列明的其他人提供相关信息。

*You agree to promptly update (i) the address and other contact information below if the information changes and (ii) the information you provided to GIA via the GIA Client Portal if that information changes during the term of this Agreement. Your failure to promptly update that information may result in Articles being lost or shipped to the wrong address.*

您同意(i)如果相关信息发生变化，及时更新以下地址和其他联系信息，及(ii)如果相关信息在本协议有效期内发生变化，及时更新您通过GIA客户端提供给GIA的信息。未及时更新可能会导致物品丢失或发送到错误地址。

Company Name:	Sample Client Agreement Account	Trading Name (if different):	Sample
公司名称:	Sample Client Agreement Account	商号 (如有不同):	Sample
Street Address:	12345 Main St	Postal Address:	
街道地址:	12345 Main St	邮政地址:	
City, State/Province, Postal Code:	Carlsbad, California 92008	Country:	United States
省/州/城市, 邮编:	Carlsbad, California 92008	国家:	United States
Phone:	1234567890	Fax:	0987654321
电话:	1234567890	传真:	0987654321
Email Address:		电子邮件地址:	

Signature:		Print Name:	
签字:		正楷体:	
Title:		Date:	
职务:		日期:	

**GIA Office Use Only**  
仅供GIA办公室使用

Received by:	Date:	Entered By:	Date:	Client #:
收件人:	日期:	存档人:	日期:	客户号:

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[End of the Cover Pages]

[封面页尾]

## Client Agreement Terms and Conditions

### 客户协议条款和条件

1. **Applicability of this Agreement; Termination of Prior Agreements.** This Agreement applies to all Articles (as defined below) delivered on the Effective Date of this Agreement and at any time thereafter by or for you to GIA, and to all Services (as defined below), including without limitation Services for those Articles that may be performed by GIA after the Effective Date of this Agreement until such time as this Agreement is modified or replaced with a new agreement as mutually agreed by the parties or until this Agreement is terminated by either party.

本协议的适用性；先前协议的终止。本协议适用于在本协议生效日及此后任何时间由您或代表您向GIA提交的所有物品（定义如下）以及所有服务（定义如下），包括但不限于在本协议生效后直至双方同意修订本协议或以新协议替代本协议，或任何一方终止本协议期间，GIA可能就这些物品提供的所有服务（定义如下）。

Any and all prior client agreements are hereby terminated, provided that the prior agreement(s) will continue to apply to Articles submitted by you to GIA prior to the Effective Date of this Agreement.

任何及所有先前的客户协议特此全部终止，但是这些先前协议仍将继续适用于您在本协议生效日之前提交给GIA的物品。

With respect to Articles and Services (as those terms are defined below), only the applicable GIA Affiliated Laboratory identified on the Cover Pages (e.g., Gemological Institute of America, Inc., GIA Botswana, GIA South Africa, GIA Thailand, and GIA Tokyo) will have liability to you under this Agreement related to those Articles and Services and no other GIA Affiliated Laboratory or other GIA affiliate will have any liability or obligation to you whatsoever with respect to those Articles and Services.

就物品和服务（定义见下文）而言，仅封面页所列的相关GIA附属实验室（如美国宝石学院、GIA博茨瓦纳公司、GIA南非公司、GIA泰国公司和GIA东京公司）在本协议下向您承担有关这些物品和服务的责任，其他GIA附属实验室或其他GIA关联方不就这些物品和服务向您承担任何责任或义务。

2. **Definitions.** For purposes of this Agreement the following terms shall have the meaning indicated. Words and expressions which are defined in the Cover Pages to this Agreement and used in this Agreement shall have the meanings assigned thereto in the Cover Pages.

定义。本协议中的下列词语具有如下含义。本协议封面页定义并在本协议中使用的词语与表达具有封面页所赋予的含义。

"Article" means any diamond, gem material or other article of any kind delivered by or for you to GIA.

"物品"指由您或代表您提交给GIA的任何钻石、宝石材料或其他任何种类的物品。

"Client" and "you" includes you and any of your Affiliates that submit Articles to or request Reports or Services from GIA under your unique GIA client number. The term "Affiliate" means any person, corporation or other business entity (i) which owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock, equity interests, profits, distribution rights, or voting rights of Client ("Client's Owner") or (ii) which Client or Client's Owner owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock, equity interests, profits or voting rights; but in a country where the local law does not permit foreign equity participation of at least fifty percent (50%), then an Affiliate includes any corporation or business entity in which Client or Client's Owner owns or controls, or is owned or controlled by, directly or indirectly, the maximum percentage of outstanding stock, equity interests, profits distribution rights, or voting rights permitted by local law.

"客户"或"您"包括以您的独有GIA客户号向GIA提交物品或要求GIA提供报告或服务的您及您的任何关联方。"关联方"指以下任何人、公司或其他商业实体：(i)直接或间接拥有或控制客户已发行股票、股份权益、利润、分配权或表决权至少百分之五十(50%)(下称"客户拥有人")或(ii)客户或客户拥有人直接或间接拥有或控制其已发行股票、股份权益、利润或表决权至少百分之五十(50%)。但是，在当地法律不允许外国参股至少百分之五十(50%)的国家，关联方包括如下公司或商业实体，即客户或客户拥有人直接或间接拥有或控制当地法律允许的其已发行股票、股份权益、利润、分配权或表决权的最大比例，或客户或客户拥有人受当地法律允许的最大比例的已发行股票、股份权益、利润、分配权或表决权拥有或控制。

"GIA" is GIA or the applicable GIA Affiliated Laboratory that is a party to this Agreement as set forth on the Cover Pages.

"GIA"指封面页所列的签署本协议的美国宝石学院或相关的GIA附属实验室。

"GIA Client Portal" means the GIA online web portal made available by GIA via the Internet to prospective clients and to clients (including you). The features and functions of the GIA Client Portal will be determined by GIA in its sole discretion and might, among other things, enable prospective clients and clients to provide information to GIA, obtain information with respect to GIA Services, and communicate with GIA customer service representatives.

"GIA客户端"指GIA通过因特网向潜在客户和客户(包括您在内)提供的GIA在线门户网站。GIA客户端的特征与功能由GIA自行确定，除其他事项外，该客户端可让潜在客户和客户向GIA提供信息，取得与GIA服务相关的信息，并与GIA客户服务代表沟通。

"Inscription" means any laser inscription by GIA on an Article and "Inscribe" and "Inscribing" means GIA applying an Inscription to an Article.

"刻码"指GIA在物品上的激光刻码。"刻码"还指GIA在物品进行刻码的行为。

"LabDirect Program Participant" means a business entity that has an arrangement with GIA pursuant to which such entity collects Articles from GIA clients in one or more countries or regions and consolidates such Articles into single shipments to GIA for the performance of Services.

"实验室项目参加者"指与GIA之间有安排的商业实体，该实体根据此等安排向一个或多个国家的GIA客户收取物品并将这些物品合并后一次性发运给GIA以履行服务。

"Receipt" means any receipt issued to you by GIA for an Article.

"收据"指GIA为物品向您出具的收据。

"Report" means any type of grading report, identification report, or any other report that (i) describes an Article, (ii) includes the Service Results for that Article, and (iii) is made available by GIA on Report Check. For clarity, the term "Report" shall not mean or include any printed version of the Service Results for an Article.

"报告"指(i)描述物品，(ii)包括对该物品的服务结果，及(iii)由GIA在报告查阅平台上提供的任何种类的评级报告、鉴定报告及其他任何报告。为明确起见，"报告"不应指也不包括对物品服务结果的打印版。

"Report Check" means the online platform made available by GIA to view Reports for Articles (including the Service Results associated with the Article that is the subject of the Report) at <https://www.gia.edu/report-check-landing> (or such other or replacement URL as specified by GIA from time to time).

"报告查阅平台"指GIA在 <https://www.gia.edu/report-check-landing> (或GIA不时规定的其他网址或替代网址)上提供用来查阅有关物品报告的在线平台(包括与报告涉及物品相关的服务结果)。

"Services" means any services performed by GIA, including, without limitation, grading, testing, analyzing, sorting, examining, packaging or sealing, and laser Inscribing Articles, issuing Receipts, providing Service Results, making Reports available via Report Check, providing access to and use of the GIA Client Portal, and providing information, instructions, and other services via the GIA Client Portal.

"服务"指GIA所提供的服务，包括但不限于对物品进行分级、检测、分析、筛选、检查、包装或封装以及激光刻码，签发收据、提供服务结果、通过报告查阅平台提供报告，提供GIA客户端访问权和使用权，通过GIA客户端提供信息、指示及其他服务。

"Service Results" means the results of the grading, testing, analyzing, sorting, and examining Services performed by GIA with respect to an Article in whatever form or format such results are made available or provided (e.g., printed documents, cards, labels, electronically, etc.).

"服务结果"指GIA就物品提供分级、测试、分析、筛选和检查服务的结果，并以任何形式或格式（如打印文件、卡片、标签、电子版等）提供或提交该结果。

3. **GIA's Reliance on this Agreement; Documentation from You.** You acknowledge and agree that by GIA's accepting delivery of an Article and by GIA performing Services on that Article, all for a relatively small fee compared with the present and potential value of that Article, GIA is and will be acting in reliance on and in consideration of the terms and conditions set forth in this Agreement, including without limitation the terms in this Agreement that limit GIA's liability.

GIA信赖本协议；您提供的文件。您确认并同意，由于GIA接受提交的物品，并就该物品提供服务而仅仅收取与该物品现有价值及潜在价值相比相对较少的费用，因此，GIA目前和将来行事均依赖于本协议规定的条款和条件（包括但不限于本协议中限制GIA责任的条款），并以这些条款和条件作为对价。

You agree to provide to GIA data (including personal data), information and documents that are requested by GIA for GIA to (i) perform its obligations under this Agreement, (ii) exercise its rights under this Agreement, (iii) comply with the requirements of the Responsible Jewellery Council (RJC), including without limitation the RJC's know your customer requirements, and (iv) comply with requests from law enforcement, governmental agencies, courts, and applicable trade organizations. Except for certain information that is required by law, your decision to provide any personal data to GIA is voluntary. GIA may require you to provide data, information and documents via the GIA Client Portal and to update data, information and documents from time to time. Your failure to update the information as requested by GIA may result in a suspension of Services or a suspension of GIA's performance of its obligations under this Agreement until such time as the updated data, information, and documents are provided.

您同意向GIA提供GIA要求的数据（包括个人信息）、信息和文件，供GIA(i)履行其在本协议下的义务，(ii)行使其在本协议下的权利，(iii)遵守RJC的要求，包括但不限于RJC的了解客户要求，及(iv)遵守执法部门、政府机构、法院和相关行业组织的要求。除了法律要求的特定信息之外，您向GIA提供任何个人信息的决定均为自愿。GIA可能会要求您通过GIA客户端提供数据、信息和文件，并且不时地更新数据、信息和文件。若您未按照GIA的要求更新信息，这可能导致在提供更新数据、信息和文件之前GIA暂停服务或暂停履行其在本协议下的义务。

4. **Submitting Articles to GIA; Requested Services.**

向GIA提交物品；要求提供的服务

4.1 **Submitting Articles.** At the time you submit or deliver Articles to GIA, you agree to comply with GIA's then-current policies and procedures regarding the submission and delivery of Articles to GIA, including without limitation submitting Articles in plain, unmarked parcel paper. You may only submit or deliver Articles to GIA that you own or that you are contemplating to purchase, and you agree that you will not submit or deliver to GIA any other diamonds, gem material or other articles of any kind. You will not include on any parcel paper, your name, address, phone number, branding, trademarks, website address, email addresses, or any other information that may be used to identify you or to identify that an Article is from you. In addition, the parcel paper shall not include any grading information about the Article (e.g., color, clarity or cut information), except that the parcel paper may include the shape and weight of the Article and your internal reference number that does not identify you. At the time you deliver or ship an Article to GIA, you will specify the Services and the format of the Service Results that you desire with respect to that Article, subject to GIA providing Service Results in such format. GIA's policies and procedures regarding the submission and delivery of Articles are available on GIA's website at <https://www.gia.edu/gem-lab-how-to-submit-gems> or a copy will be provided by GIA upon your written request, and those policies and procedures are incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to those policies and procedures, (ii) read and understand the policies and procedures, and (iii) agree to be bound by the policies and procedures.

提交物品。在您向GIA提交或交付物品时，您同意遵守GIA关于向GIA提交和交付物品的各项政策和程序，包括但不限于用无标记的普通包裹提交物品。您只可向GIA提交或交付您拥有或拟购买的物品，并同意不向GIA提交或交付其他任何钻石、宝石材料或其他任何种类的物品。您不会在任何包裹上列出您的名称、地址、电话号码、品牌、商标、网址、电子邮箱地址或可用于识别您的身份或确认某物品来自于您的任何其他信息。此外，该包裹不应包含有关物品的评级信息（如颜色、透明度或切割信息），但是该包裹上可以列明物品的形状和重量以及不会识别出您身份的您的内部参考号。在您向GIA交付或发送物品时，您应说明您希望就物品获得的服务及服务结果的提供形式（前提是GIA能够以此形式提供服务结果）。GIA关于物品提交和交付的政策和程序可见于GIA的网站<https://www.gia.edu/gem-lab-how-to-submit-gems>，GIA也可根据您的书面请求向您提供一份该政策和程序的副本，且这些政策和程序因此提及并视为本条款和条件的一部分。您特此确认并同意，您(i)已获得该等政策和程序副本或可访问该等政策和程序，(ii)您已阅读并理解这些政策和程序，及(iii)同意接受这些政策和程序的约束。

4.2 **Client Number and Password.** GIA or a GIA Affiliated Laboratory may provide to you a user name/identification, password and/or unique client number to enable you to access and use the GIA Client Portal, to request Services, and to supply information to GIA related to this Agreement (collectively, that user name/ID, password and/or client number, the "Password"). You are solely responsible for maintaining the confidentiality and security of your Password. You agree not to reveal your Password to anyone other than (i) your employees that have been authorized by you to request Services from GIA or (ii) to otherwise exercise your rights under this Agreement. You are solely responsible and liable for all activities that occur on or through your Password whether or not authorized by you. You agree to immediately notify GIA of any unauthorized use of your Password or any other breach of security. GIA shall not be responsible for any losses arising out of the authorized or unauthorized use of your Password and GIA may rely on instructions given to GIA when your Password is presented to GIA in connection with a request. This Section 4.2 shall survive the termination of this Agreement.

客户号和密码。GIA或GIA附属实验室可能会向您提供一个用户名/用户标识、密码和/或独有客户号，以使您能够访问和使用GIA客户端、要求提供服务以及向GIA提交与本协议相关的信息（用户名/用户标识、密码和/或客户号统称为“密码”）。您应独自承担维持密码的保密性和安全性的责任。您同意不向任何人透露您的密码，但(i)您授权其请求GIA提供服务的您的雇员，或(ii)以其他方式行使您在本协议下权利的人除外。对于无论是否经过您的授权而对您的密码做出的或通过您的密码发生的所有活动，您应独自承担责任。对于未经授权使用您的密码或其他违反安保措施的行为，您同意立即通知GIA。对于经授权或未经授权使用您的密码而导致的任何损失，GIA不承担任何责任，且当为某项请求向GIA出示您的密码时，GIA可依据给予GIA的各项指示行事。本4.2条在本协议终止后继续有效。

4.3 **Requesting Services via Your Authorized Representatives.** Subject to your complying with GIA's then-current policies and procedures, you may designate (including via the GIA Client Portal) one or more of your or your Affiliates' employees, agents, contractors, couriers (collectively, "Authorized Representatives") as authorized to (i) submit or deliver Articles to GIA on your behalf, (ii) request Services from GIA on your behalf, and/or (iii) sign Receipts for and take delivery of Articles being returned to you by GIA on your behalf (collectively, the "Delegated Acts"). All acts or omissions of the Authorized Representatives shall be deemed to be your acts and omissions whether or not authorized by you, and you agree that you remain responsible and liable for the acts or omissions of the Authorized Representatives. GIA's policies and procedures regarding Authorized Representatives are available on GIA's website at <https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative> or a copy will be provided by GIA upon your written request, and those policies and procedures are incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to those policies and procedures, (ii) read and understand the policies and procedures, and (iii) agree to be bound by the policies and procedures.

通过您的授权代表要求提供服务。在您遵守GIA届时有效的政策和程序的前提下，您可以指定（包括通过GIA客户端）您或您关联方的一名或多名雇员、代理人、承包商、快递员（统称“授权代表”）(i)代表您向GIA提交或交付物品，(ii)代表您要求GIA提供服务，及/或(iii)代表您签署GIA向您返回的物品收据并收取物品（统称“代理活动”）。授权代表的一切作为或不作为无论是否经过您的授权，均视为是您本人的作为或不作为，并且您同意始终对授权代表的作为或不作为承担责任。GIA关于授权代表的政策和程

序可见于GIA网站 <https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative> , GIA也可根据您的书面请求向您提供政策和程序的一份副本。这些政策和程序因在此提及并视为本条款和条件的一部分。您特此确认并同意, 您(i)已获得该等政策和程序副本或可访问该等政策和程序, (ii)您已阅读并理解这些政策和程序, 及(iii)同意接受这些政策和程序的约束。

You agree to provide GIA with a list of Authorized Representatives, which list shall act as an authorization from you for those individuals to perform the Delegated Acts on your behalf.

您同意向 GIA提供授权代表的名单, 该名单构成您对这些个人代表您从事代理活动的授权。

You agree to cause each Affiliate and each Authorized Representatives to comply with and be bound by the terms and conditions in this Agreement. You agree that you will be responsible and liable for (i) the acts and omissions of your Affiliates and (ii) the prices and other amounts due for all Services requested by an Affiliate or any Authorized Representatives.

您同意促使每一位关联方以及每一名授权代表遵守本协议的条款和条件并接受本协议条款和条件的约束。您同意对以下事项承担责任: (i)您的关联方的作为和不作为, 以及(ii)关联方或任何授权代表要求提供的所有服务的价格和其他到期款项。

You may not authorize anyone other than your Affiliates and your Authorized Representatives to use your Password to submit Articles to GIA.

您不得授权您的关联方和授权代表以外的任何人使用您的密码向GIA提交物品。

- 4.4 GIA's Right to Refuse Articles and to Stop Providing Services.** GIA may, in its discretion, elect to suspend or permanently stop accepting Articles from you and to suspend or permanently stop providing Services to you, including without limitation if (a) GIA believes, in GIA's sole discretion, that (i) you are in breach of this Agreement, (ii) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful to the gem or jewelry industry, harmful to the public, or inconsistent with GIA's mission to ensure the public trust in gems and jewelry, or (iii) you are abusive, disrespectful or rude to GIA personnel; or (b) GIA is prohibited from providing Services to you as a result of sanctions or other restrictions imposed by any governmental authority, domestic or foreign. In each case of (a) and (b), if GIA has any Articles submitted by you, GIA will, unless otherwise prohibited by applicable law or unless otherwise specified in this Agreement, return the Articles to you subject to and as described in this Agreement.

GIA拒收物品和停止提供服务的权利。在包括但不限于以下情形下, GIA可自行决定暂时或永久停止接受您提交的物品, 暂时或永久停止向您提供服务: (a)GIA根据自行判断认为(i)您违反了本协议, (ii)您以欺诈、腐败、欺骗、误导、不利于宝石或珠宝行业、不利于公众或与GIA确保公众对宝石和珠宝的信托的宗旨不符的方式开展业务, 或(iii)您辱骂、不尊重或粗鲁对待GIA人员; 或(b)GIA因本国或外国任何政府机构实施的制裁或其他限制而被禁止向您提供服务。在(a)和(b)所述情形中, 如果GIA有您提交的任何物品, 除非适用法律另行禁止或本协议另有规定, GIA应当按照本协议的规定将物品退还给您。

## 5. Services Performed by GIA; Reports; Treated and Irradiated Articles.

GIA提供的服务; 报告; 经处理和辐照物品

- 5.1 Performance of Services.** Subject to the terms and conditions in this Agreement, GIA will use commercially reasonable efforts to perform the Services requested by you. From time to time, GIA may (i) offer new Services, new Reports and new ways to provide Service Results and (ii) discontinue, modify and change certain Services, Reports and how Service Results are provided.

提供服务。在遵守本协议的条款和条件的前提下, GIA将采取商业上的合理措施提供您要求提供的服务。GIA可不时(i)提供新的服务、新报告以及提供服务结果的新方式, 及(ii)中断、变更或更改若干服务、报告以及提供服务结果的方式。

### 5.2 Limitations on Services. You acknowledge and agree as follows:

对服务的限制。您确认并同意:

- (i) any Report and Service Results provided or made available to you in connection with the Services is not a guarantee, valuation, or appraisal of any Article, and you may not refer to any GIA Report or Service Results as such,  
向您提供的与服务有关的任何报告和服务结果均非对任何物品的保证、估价或鉴定, 您不得将任何GIA报告或服务结果作为保证、估价或鉴定;
- (ii) GIA does not give valuations or appraisals of Articles in connection with the performance of the Services,  
GIA不对与所提供服务相关的物品进行估价或鉴定;
- (iii) a Report and the Service Results contain a description of the results of the Services performed by GIA on an Article using the techniques, equipment and knowledge used or applied by GIA at the time the Services were performed, which techniques, equipment and knowledge may be different from the techniques, equipment and knowledge used by GIA at any other time,  
报告和服务结果包含对于GIA通过运用其在提供服务时所使用的技术、设备和知识就物品提供的服务的各项结果的描述, 这些技术、设备和知识可能与GIA在其他时候使用的技术、设备和知识有所不同;
- (iv) the results of the Services performed by GIA on an Article may differ from the results of similar services performed on the same Article by others depending upon when, how, and by whom the services were performed, the then-current state of the technology and knowledge used for the services, and may differ in the future as a result of changes and improvements in techniques and equipment.  
GIA对物品提供服务的结果可能与其他人对同一物品所提供的类似服务的结果有所不同, 这取决于提供服务的时间、方法和提供者以及该服务所使用技术在当时的状态, 并且由于技术和设备的变化和改进, 这些结果在将来也会有所不同;
- (v) GIA shall be under no obligation to modify or update a GIA Report or Service Results once the Report has been made available on Report Check or the Service Results are otherwise provided to you, in each case notwithstanding any varying report from another service provider, change in technology or methods used by GIA to perform Services, new Services offered by GIA, or varying a Report or how Service Results are provided for the same or a similar Article provided by GIA in the past or in the future,  
一旦在报告查阅平台上提供了报告或以其他方式向您提供服务结果, 即便其他服务提供商提供了不同的报告、GIA提供服务所采用的技术或方法发生了变化、GIA提供了新的服务, 或就GIA在过去或将来提供的相同或类似物品的不同报告或服务结果的不同方式, GIA没有义务修改或更新GIA报告或服务结果;
- (vi) the color and resolution of the image on Reports and any electronic delivery of Service Results will depend on your hardware and software and the image of the Article may not be used to assess the Article except in connection with the information contained in the Report or the Service Results, and  
报告中图片的色彩和清晰度及以电子格式提交服务结果取决于您的硬件和软件状况, 物品的图片(不包括报告或服务结果所包含的信息)不得用于对物品进行评估, 及
- (vii) access to and use of the GIA Client Portal and Report Check are provided by GIA on an "as available" basis.  
GIA将按现状提供GIA客户端和报告查阅平台的访问和使用。

- 5.3 Estimated Completion Dates; Inability to Perform Services.** Any quote by GIA as to a particular completion date or delivery date is a non-binding estimate only. GIA will not be liable to you if GIA does not offer or is not able to perform the Services because of the nature of the Article or the nature of the Service requested for an Article (e.g., GIA does not provide the requested Service for the specific Article), in which case you will not be obligated to pay for the unperformed Services. In addition, GIA will not be liable to you for delays due to Customs, duties, backlogs, or any instrument failure for instruments used by GIA to perform a Service.

预计完成日期；无法提供服务。GIA报出的任何完成日期或交付日期仅为无约束力的估算日期。如果因物品或服务的性质导致GIA未提供或不能提供服务（例如GIA未就特定物品提供所要求的服务），GIA不对您承担任何责任。在此情况下，您无需就未提供的服务付款。此外，对于因海关、关税、积压或GIA用于提供服务的任何工具发生故障造成的延迟，GIA不对您承担任何责任。

**5.4 Subcontracting by GIA; Shipment of Articles to GIA Affiliated Laboratories.** GIA may subcontract the performance of the Services and other performance under this Agreement to a GIA Affiliated Laboratory and has your authorization to ship or transfer Articles accordingly. Without limiting the foregoing, you acknowledge that (i) GIA may ship Articles to one or more of the GIA Affiliated Laboratories in connection with resolving competing claim issues under Section 7 (Law Enforcement Requests and Competing Claims) and (ii) the GIA Affiliated Laboratory may hold those Articles pending resolution of the competing claims, all as more particularly described in Section 7. In addition, the GIA Affiliated Laboratories may exercise the rights of GIA under this Agreement to the same extent as GIA may exercise such rights.

GIA分包；向GIA附属实验室发运物品。GIA可以将服务的履行及本协议规定的其他履行分包给GIA附属实验室，并根据您的授权发运或交付物品。在不限制前述规定的前提下，您确认(i)为解决第7条（执法请求和对所有权的对抗性主张）所述的对抗性主张，GIA可以向一个或多个GIA附属实验室发运物品，及(ii)在该对抗性主张得到解决之前，GIA附属实验室可持有这些物品（详见第7条的规定）。此外，GIA附属实验室可按照GIA行使相关权利的同等程度行使GIA在本协议下的权利。

## 5.5 GIA Inscription Services and Other Inscriptions.

GIA刻码服务和其他刻码

**5.5.1 GIA Inscriptions.** If you request GIA to include an Inscription on an Article, then you represent and warrant to GIA that you have the right to have GIA Inscribe any requested trademark, service mark, logo, words, characters, or other symbols comprising that Inscription on the Article. Notwithstanding the foregoing, GIA may refuse to include an Inscription on an Article as requested by you, including without limitation if GIA believes in its discretion that the Inscription would be fraudulent, counterfeit, misleading or deceptive, infringe a third party's rights or violate any laws or other legal requirements.

GIA刻码。如果您要求GIA在物品上添加刻码，您应向GIA声明和保证您有权要求GIA在物品上刻写所要求的商标、服务标志、标识、文字、字符或构成刻码的其他符号。即便有前述规定，GIA可以拒绝在物品上添加您所要求的刻码，包括但不限于GIA自行认为刻码具有欺诈、假冒、误导或欺骗性，侵犯第三方权利，或违反任何法律或其他合法要求的情况。

**5.5.2 Inscription Removal.** If GIA concludes, in its sole discretion, that an inscription on an Article submitted by you is fraudulent, counterfeit, misleading or deceptive, infringes a third party's rights or violates any laws or other legal requirements, then GIA may, in its discretion, (i) return the Article to you without performing any Services with respect to that Article, (ii) remove or obscure that inscription from the Article, and/or (iii) Inscribe on that Article the GIA Report number. You agree that you will pay GIA's then-current price for removal of the inscription and/or Inscribing the Article as noted in (ii) and/or (iii) above.

消除刻码。如果GIA根据其自行判断认为您所提交物品上的刻码具有欺诈、假冒、误导或欺骗性，侵犯第三方权利或违反任何法律或其他合法要求，GIA可自行决定(i)向您退回物品，不就该物品提供任何服务，(ii)将该刻码从物品上消除或打磨掉，及/或(iii)在该物品上刻写GIA报告编号。您同意按届时的费率向GIA支付消除刻码或如第(ii)及/或第(iii)项所述在物品上刻码的费用。

**5.5.3 Inscription Information in Reports.** A Report and the Service Results for an Article may or may not, in GIA's discretion, include a summary or description of any GIA Inscriptions or other pre-existing inscriptions or markings included on an Article, including without limitation that the inscription was pre-existing.

报告中的刻码信息。根据GIA的判断，物品的报告和服务结果中可能包含、也可能不包含对物品上的任何GIA刻码或其他既有刻码或标记的概述或描述，包括但不限于刻码已存在的情况。

**5.5.4 Limits on Inscriptions.** You acknowledge and agree that any GIA Inscriptions and any other pre-existing inscriptions or markings do not guarantee the identification, quality, origin or source of an Article. Notwithstanding anything to the contrary in this Agreement or otherwise, any trademark, service mark, logo, words, characters, or other symbols of any GIA Inscription or other pre-existing inscriptions or markings (other than a GIA Report number, or a GIA trademark, service mark, or logo) are solely determined by and attributable to you and are neither attributable to nor an indication of any determination by GIA.

对刻码的限制。您确认并同意，任何GIA刻码或其他既有刻码或标记并不就物品的识别、质量、原产地或来源做出任何保证。即便本协议中有任何相反或其他规定，GIA刻码或其他既有刻码或标记中的商标、服务标志、标识、文字、字符或其他符号（不包括GIA报告编号或GIA商标、服务标志或标识）均完全由您决定并归因于您，既不属于GIA，亦不表示GIA做出任何认定。

**5.6 Requests for an Incorrect Report.** If you request a Report or certain Service Results for an Article and GIA does not provide that Report or those Service Results for that type of an Article, then GIA may, unless contrary written instructions have been provided by you, make available on Report Check the appropriate Report or provide to you the appropriate Service Results for that Article and you agree to pay the price associated with that Report and those Service Results. In addition, if it is GIA's policy to make available on Report Check a Report for a particular Article or type of Article (e.g., an Article that GIA believes has been treated or is laboratory grown or unstable), then GIA will make available on Report Check that Report even if you did not request that Report and you agree to pay the price associated with that Report.

要求提供正确报告。如果您要求就某物品提供报告或特定的服务结果，而GIA不就该物品提供报告或该类型相关的服务结果，则除非您做出相反的书面指示，否则，GIA可以在报告查阅平台上提供适当的报告，或者就该物品向您提供适当的服务结果，并且您同意支付与该报告及相关服务结果相关的费用。此外，如果GIA有政策规定就特定物品或某类型物品（如GIA认为经过处理或是否为实验室合成或易分解的物品）在报告查阅平台上提供报告，则GIA应在报告查阅平台上提供该报告，即便您并未要求提供该报告，并且您同意支付与该报告有关的费用。

## 5.7 Access to Reports.

获取报告

**5.7.1 General.** With respect to Reports for Articles that were submitted to GIA or to a GIA Affiliated Laboratory (including without limitation any Articles submitted by or for you prior to the date of this Agreement), GIA and the GIA Affiliated Laboratories may make publicly available information from those Reports, including without limitation via Report Check. You agree that GIA and the GIA Affiliated Laboratories may publish Service Results for Articles submitted by or for you. GIA may also, in its sole discretion, elect to remove and stop making available information in one or more Reports via (or elect not to include a Report on) Report Check. GIA and the GIA Affiliated Laboratories shall not have any obligation or liability to you in connection with GIA's and the GIA Affiliated Laboratories' exercise of rights under this Section 5.7.1, including without limitation disabling access to a Report on Report Check.

一般规定。就提交给GIA或GIA附属实验室的物品的报告（包括但不限于在本协议签订日之前由您提交或代表您提交的任何物品）而言，GIA和GIA附属实验室可以公开来自于报告（包括但不限于通过报告查阅平台）的信息。您同意GIA和GIA附属实验室可以发布由您提交或代表您提交的物品的服务结果。GIA还可以自行决定通过报告查阅平台删除及不再提供一份或多份报告中的信息。就GIA和GIA附属实验室行使在本第5.7.1条下权利而言，GIA和GIA附属实验室将不对您承担任何责任或义务，包括但不限于在报告查阅平台上禁止访问报告。

**5.7.2 Disclaimer.** IF GIA MAKES AVAILABLE TO YOU A COPY OF THE SERVICE RESULTS, A REPORT OR A SUMMARY OF SERVICE RESULTS, THEN YOU ACKNOWLEDGE THAT (A) THE COPY OR SUMMARY IS NOT A GIA REPORT AND (B) THE INFORMATION CONTAINED IN THE COPY OR SUMMARY REPRESENTS THE INFORMATION DESCRIBED IN THE ORIGINAL SERVICE RESULTS AND GIA REPORT AS OF THE DATE SET FORTH ON THE SERVICE RESULTS OR GIA REPORT. A COPY OR SUMMARY OF A REPORT OR SERVICE RESULTS IS NOT A



GUARANTEE, VALIDATION, OR WARRANTY OF ANY KIND REGARDING THE ARTICLE OR THE SERVICE RESULTS, INCLUDING WITHOUT LIMITATION THE ARTICLE'S THEN-CURRENT QUALITY OR CHARACTERISTICS. ALL OF THE LIMITATIONS INCLUDED ON THE ORIGINAL GIA REPORT APPLY.

免责。如果GIA向您提供服务结果副本、报告或服务结果的摘要，则您确认(a)该副本或摘要并非GIA报告，并且(b)该副本或摘要包含的信息代表截至服务结果和GIA报告日期服务结果和GIA报告原件中所描述的信息。报告或服务结果的副本或摘要并非是对物品或服务结果（包括但不限于该物品当时的质量或特征）作出的任何形式的保证、验证或担保。GIA报告原件中列明的所有限制均适用。

## 5.8 Treated Articles; Breaches of Ethics

经处理物品；违反职业道德

**5.8.1 Testing and Inscription of Articles.** You agree that GIA may test each Article to determine if the Article is natural, laboratory grown, unstable, or whether it has been treated, even if you did not request that testing as a part of the Services. You further agree that GIA may, in its discretion, remove, obscure or add an Inscription on any Article that GIA reasonably believes to be unstable, laboratory grown or treated based on the results of GIA's testing, even if you did not request the Inscription as a part of the Services. You agree to pay for the Inscription added by GIA. If GIA reasonably believes that an Article is unstable, laboratory grown or treated, then you agree that GIA may state on the applicable Report and Service Results that the Article is unstable, or laboratory grown or that it has been treated or such other designation authorized or specified by any governmental authority.

物品的检测与刻码。您同意GIA可对每一件物品进行检测，以确定物品是否为天然、实验室合成、易分解或是否经过处理，即使您并未要求将该检测作为服务的一部分。您进一步同意，GIA根据GIA检测结果可自行决定在其合理认为是易分解、实验室合成或经处理的任何物品上消除、磨掉或添加刻码，即使您并未要求将刻码作为服务的一部分。您同意支付GIA添加刻码的费用。如果GIA合理认为物品易分解、为实验室合成的或经过处理的，您同意GIA可以在相关的报告和服务结果中指出该物品易分解、为实验室合成的或经过处理的，或指出任何政府机构授权或指定的其他名称。

In addition, if you submit an Article to GIA and you do not disclose to GIA in writing at the time of submission that the Article is laboratory grown or unstable or that it has been treated, then GIA may, in its discretion, charge you GIA's then-current fees in accordance with GIA's then-current fee structure/schedule for testing the Article to determine if it is unstable, laboratory grown or treated. You agree to pay all those fees. GIA may change the fees or the method for determining those fees from time to time in its discretion. Upon your request, GIA will provide to you the then-current fees and fee schedule for that testing.

此外，如果您向GIA提交物品但在提交时未向GIA书面披露该物品是实验室合成的、易分解或经过处理，则GIA可自行决定按照GIA的现行收费结构/费率表向您收取届时检测物品的费用，以确定其是否为易分解、实验室合成的或经过处理。您同意支付所有这些费用。GIA可自行决定不时变更该等收费或用于确定收费的方法。经您要求，GIA将向您提供为进行该检测收取的届时现行费用和费率表。

### 5.8.2 Failure to Disclose; Ethics Breach.

不披露；违反职业道德

- (i) If you submit an Article to GIA and do not disclose to GIA in writing at the time of submission that the Article is unstable, laboratory grown or that it has been treated and GIA subsequently reasonably suspects or detects that an Article is unstable, laboratory grown or has been treated, or  
如果您向GIA提交物品但在提交时未向GIA书面披露该物品易分解、是实验室合成的或经过处理，GIA此后合理怀疑或发现该物品易分解、是实验室合成的或经过处理，或
- (ii) If you breach, are alleged to have breached, or GIA reasonably suspects that you have breached any ethical standards or other policies of the World Federation of Diamond Bourses (the "WFDB"), the International Diamond Manufacturers Association ("IDMA"), any other trade organization, GIA, or any applicable governmental agency (collectively, "Interested Parties"); or  
如果您违反、被指控违反或GIA合理怀疑您违反了任何道德标准或者全球钻石交易所联盟、国际钻石加工厂商协会、其他行业组织、GIA或相关政府机构（统称“相关方”）的其他政策；或
- (iii) If (1) GIA becomes aware of matters of interest to the diamond and gem industry, and other matters related to the mission of GIA, both now and in the future, or (2) GIA reasonably suspects that you have altered the Service Results in any format provided by GIA (collectively (i) – (iii) the "Matters"),  
如果(1)GIA现在或将将来发现与钻石和珠宝行业相关和涉及GIA宗旨的其他事件，或(2)GIA合理怀疑您已经更改了GIA提交的任何格式的服务结果（以上(i)、(ii)和(iii)项统称“违反事件”），

then GIA may, in its discretion, undertake one or more of the following with respect to the Matters: (a) notify the Interested Parties as well as law enforcement agencies, and any local bourses (which agencies and bourses are also Interested Parties), and provide any related information, data and documents, including without limitation, the names and contact information of individuals that have submitted Articles to or communicated with GIA on your behalf (collectively, the "Information") in GIA's possession, (b) make public, via GIA's website or otherwise, your name and address as well as the names of your owners, members, and shareholders, including without limitation the fact that GIA will no longer be providing Services to you or those other persons, (c) retain and/or turn over the Article at the request of the agency or organization for further investigation, and (d) immediately suspend or terminate this Agreement.

则GIA可自行决定就违反事件采取以下一种或多种行动：(a)通知相关方以及执法机构、本地交易所（执法机构与交易所也是相关方）并提供相关的信息、数据和文件，包括但不限于GIA掌握的代表您向GIA提交物品或与GIA进行沟通的个人的姓名和联系方式（统称“相关信息”），(b)通过GIA网站或其他方式公开您的名称地址以及您的拥有人、成员和股东的名称，包括但不限于GIA不再向您或上述其他人提供服务的事实，(c)应相关机构或组织的要求保留/上交物品供进一步调查，及(d)立即中止或终止本协议。

In such an event, your only recourse is with the government or trade organization in receipt of the notification and/or Article.

在上述情况下，您只能向已收到通知和/或物品的政府或行业组织申诉或追偿。

You hereby consent to and authorize GIA to provide to the Interested Parties the Information, and consent to and authorize the Interested Parties to provide the Information to their member organizations.

您特此同意并授权GIA向相关方提供相关信息，同意并授权相关方向其成员组织提供相关信息。

You agree that, unless consented to by GIA in writing in each instance, (i) any decisions or conclusions of WFDB, IDMA or trade organizations shall not be binding on GIA, (ii) to the maximum extent permitted by applicable law, you will not reference, introduce into evidence or assert any of those decisions or conclusions in any arbitration or dispute resolution related to this Agreement and (iii) no arbitrator or court shall be bound by any such decision or conclusion and you will not make any arguments or take any position to the contrary. You further agree that GIA is not beholden to any trade organization and that GIA is independent of trade organizations dealing with diamonds and other gems.

您同意，除非GIA另行书面同意，(i)全球钻石交易所联盟、国际钻石加工厂商协会或行业组织的决定或结论对GIA没有约束力，(ii)在适用法律允许的最大范围内，您将不会引述与本协​​议有关的仲裁或争议解决的任何决定或结论，不会将此类决定或结论列为证据或主张此类决定或结论，及(iii)仲裁员或法院不受该等决定或结论约束，您将不会提出相反论点或采取相反立场。您进一步同意，GIA不对任何行业组织负有义务，GIA独立于行业组织开展钻石和其他珠宝交易。



**5.8.3 Disclaimer.** You acknowledge that, (a) the testing techniques and the technology used by GIA for testing Articles to determine if they are laboratory grown, have been treated, and the like are subject to change, evolving and include certain subjective elements, and (b) the ways in which an Article might be laboratory grown or treated are changing and dynamic and are becoming more sophisticated. As a result, you further acknowledge that it might not be possible in all cases to determine whether an Article is unstable, laboratory grown or has been treated using GIA's then-current techniques and technology and GIA makes no representations or warranties to you in this regard. GIA shall not have any liability to you or any third party for (i) GIA's failure to detect whether an Article has been treated, or (ii) GIA's inaccurate determination that an Article was treated, natural, laboratory grown, unstable or undetermined. This Section 5.8.3 shall apply to the maximum extent permitted by applicable law.

免责。您确认(a)GIA判断物品是否为实验室合成、或是否经过处理及其他类似特性的检测技巧和技术会产生变化、不断发展并包含某些主观因素,及(b)物品可能被实验室合成或处理的方式是变化和动态的,并正在变得愈加复杂。因此,您进一步确认,不可能在所有情况下均能够通过GIA届时现行的技巧和技术确定某物品是否易分解、为实验室合成的或经过处理的,GIA不对此向您做出任何声明或保证。对于(i)GIA未能检测出物品是否经过处理,或(ii)GIA未能准确认定物品经过处理、为天然、实验室合成、易分解或未定,GIA不对您或任何第三方承担任何责任。本第5.8.3条在适用法律允许的最大范围内适用。

**5.9 Irradiated Articles.** You acknowledge that (i) certain governmental regulatory agencies, committees, boards and entities regulate, license, and set standards for the handling of irradiated Articles and that GIA endeavors to comply with all those regulations and (ii) GIA may in connection with the receipt of Articles and the performance of the Services test Articles for such purposes. If GIA determines that an Article has a level of radioactivity in excess of the applicable standards, GIA will notify you of that fact and GIA will follow GIA's then-current procedures for handling irradiated Articles, including without limitation endeavoring to comply with the requirements of the applicable regulatory bodies. YOU ACKNOWLEDGE AND AGREE THAT (I) GIA MAY NOT BE PERMITTED TO RETURN TO YOU AN ARTICLE IF THE ARTICLE HAS A LEVEL OF RADIOACTIVITY IN EXCESS OF THE APPLICABLE STANDARDS, (II) GIA MAY BE OBLIGATED TO TRANSFER THE ARTICLE TO AN ENTITY AUTHORIZED TO RECEIVE IRRADIATED ARTICLES, AND (III) GIA WILL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THAT ARTICLE.

辐射物品。您确认(i)某些政府监管机构、委员会、理事会和实体对辐射物品进行管理、许可并制定处理标准,GIA应努力遵守所有上述规定,及(ii)GIA在收到物品和提供服务时可以对物品进行检测。如果GIA认定物品的辐射水平超过相关标准,GIA将通知您这一事实,并执行GIA有关处理辐射物品的届时有效程序,包括但不限于尽量遵守相关监管机构的要求。您确认并同意(i)若物品辐射水平超过相关标准,GIA可能无法将物品返还给您,(ii)GIA可能有义务将物品转交给获授权接收辐射物品的实体,及(iii)GIA对该物品不再承担任何责任或义务。

**5.10 Rough and Partial Rough.** YOU ACKNOWLEDGE AND AGREE THAT GIA MAY NOT BE PERMITTED TO PROVIDE SERVICES FOR A ROUGH DIAMOND IF YOU DID NOT SEND THE ARTICLE TO GIA OR TO A GIA LABDIRECT PROGRAM PARTICIPANT WITH THE REQUIRED KIMBERLEY PROCESS DOCUMENTATION AND/OR YOU DID NOT FOLLOW THE REQUIRED KIMBERLEY PROCESS IN RELATION TO THE ARTICLE.

毛坯和半毛坯。您确认并同意,如果您向GIA或GIA实验室参加者提交的物品未随附金伯利进程要求的文件和/或您未遵守物品需遵守的金伯利进程,GIA可能无法为毛坯钻石提供服务。

**5.11 Blocked Articles.** You acknowledge and agree that if, after you have submitted an Article to GIA it is determined that you are a sanctioned person or entity pursuant to United States sanctions, or other applicable sanctions laws or regulations, GIA may not return the Article to you unless it is released by the applicable governmental agency.

受阻物品。您确认并同意,如果在您向GIA提交物品之后,根据美国制裁或其他适用的制裁法律法规您被认定为受制裁的个人或实体,GIA可能不能向您归还物品,除非得到相关政府机构的免责。

## 6. Return of Articles by GIA; Exceptions.

GIA退回物品;例外情形

**6.1 Return of Articles and Posting of Reports on Report Check.** Subject to and unless otherwise provided in this Agreement, upon completion of the Services GIA will (i) return to you the Articles submitted by you to GIA, (ii) provide to you the applicable Service Results, if any, and (iii) if applicable, make available on Report Check the Reports for those Articles. You hereby authorize GIA to deliver each such Article to any person presenting the Receipt for that Article, unless written notice to the contrary has been received by GIA prior to the delivery. GIA will use the same means to deliver or return the Articles to you as the means used by you to deliver or submit Articles to GIA and you agree that GIA may return to you all Articles you delivered to GIA using the same carrier used by you to ship the Articles to GIA. For clarity, if the carrier you use to ship Articles to GIA is not a GIA approved carrier, then GIA will use one of GIA's then-current approved Carriers for return shipment to you. GIA's approved Carriers as of the Effective Date are listed below in Section 6.4. GIA may make partial shipment of Articles to you. Unless otherwise specified by you in writing at the time Articles are submitted to GIA, GIA will return Articles to the then-current address that you have provided to GIA. Notwithstanding anything to the contrary, GIA is entitled to withhold/retain Articles and not post Reports on Report Check until GIA has received payment from you of all applicable fees payable to GIA.

退回物品和在报告查阅平台上公布报告。在不违反本协议并且除非本协议另有规定的前提下,在服务完成后,GIA将(i)向您退还您提交给GIA的物品,(ii)向您提供相关的服务结果(如有),及(iii)如适用,在报告查阅平台上提供该物品的报告。您特此授权GIA将每一件物品交付给任何出示该物品收据的人,除非GIA在交付之前收到相反的书面通知。GIA将采用与您向GIA交付或提交物品相同的方式向您交付或退还物品,您同意GIA可使用您向GIA发送物品所使用的相同承运人向您退还您提交给GIA的所有物品。为清晰起见,如果您使用的将物品运送给GIA的承运人不是经GIA批准的承运人,GIA将使用届时经GIA批准的承运人之一将物品运送给您。GIA自生效日起批准的承运人列于第6.4条。GIA可进行物品的部分运送。除非您在向GIA提交物品时另有书面要求,GIA将按照您提供给GIA的届时地址退还物品。即便有任何相反规定,在GIA收到您应向其支付的所有费用之前,GIA有权扣留/保留物品并且不在报告查阅平台上公布报告。

**6.2 Exceptions.** You acknowledge and agree that in certain circumstances GIA is not obligated to and may not return Articles to you as provided in this Agreement, including without limitation in Section 5.8 (Treated Articles; Breaches of Ethics), Section 5.9 (Irradiated Articles), Section 6.1 (Return of Articles and Posting of Reports on Report Check), and Section 7 (Law Enforcement Requests and Competing Claims).

例外情形。您确认并同意,在某些情况下,根据本协议的规定,包括但不限于第5.8条(经处理物品;违反道德)、第5.9条(辐射物品)、第6.1条(退回物品和在报告查阅平台上公布报告)和第7条(执法请求和对所有权的对抗式主张),GIA没有义务且可不向您退还物品。

**6.3 Compliance with Laws by GIA.** GIA will not be in breach of this Agreement in connection with GIA's compliance with any law, regulation, rule or court order regarding an Article or the Services, including without limitation GIA's compliance with any request from law enforcement.

GIA遵守法律。GIA遵守与物品或服务有关的任何法律、法规、条例或法院命令,包括但不限于GIA遵守执法机构的任何要求,不会是对本协议的违反。

**6.4 Insurance for Return Shipment to You; Release.** You agree that GIA may insure Articles during the return shipment to you for the same value declared by you in shipping said Articles to GIA, if that insurance is available through the applicable Carrier. Notwithstanding the foregoing, if the amount of the insurance is not included in the documentation received by GIA from the applicable Carrier at the time the Article is received by GIA, then GIA may, in GIA's sole discretion, elect to not purchase insurance or purchase insurance for an amount determined by GIA for return shipments of Articles to you, unless you instruct GIA in writing to purchase the insurance at the time the Articles are submitted by you. If GIA purchases insurance, you agree to reimburse GIA for the cost of such insurance and you agree that the

insured value specified by GIA is not an estimate or appraisal by GIA of the value of the Article and you will not assert or argue that it is. You agree that GIA shall not have liability to you in connection with the loss of or damage to the Articles during the return shipment to you. You agree that GIA will only insure parcels to a maximum of US \$25,000 and those parcels may include more than one Article. Notwithstanding anything to the contrary, GIA may, with your prior written consent, use an account number with the Carrier for return shipment to you that is different from the account number used by you with that Carrier when you shipped the Article(s) to GIA. You further agree to pay and reimburse GIA for all costs of shipment and insurance to and from GIA as well as Customs duties incurred in the country or region where you are located, if any. You agree that GIA shall not be responsible or liable for loss of or damage to any Article if shipped in accordance with this Section 6 (Return of Articles by GIA; Exceptions) or with your express written instructions, including without limitation, in the case of shipments being returned at your request using your Malca Amit, Brinks, FedEx, United States Postal Service, or United Parcel Service (each a "Carrier") account or while using your Carrier mailing labels. GIA is hereby released of all liability for lost, damaged or stolen packages in transit to GIA or from GIA. All claims for loss or damage during transit to GIA shall be filed by you against the Carrier and with respect to claims for loss or damage during transit from GIA to you, GIA will file the claim against the Carrier. No Carrier shall be deemed an agent of GIA.

退货保险；放行。您同意，GIA在退还物品时，可按您运送物品时所申报的相同价值为物品投保（如果能够通过该承运人进行该投保）。即便有前述规定，如果GIA在收到物品时发现相关承运人提供的文件中未列明保险金额，GIA可自行决定不购买保险，或者按GIA就安排向您退回的物品所确定的金额购买保险，除非您已在提交物品时书面指示GIA购买保险。如果GIA购买保险，您同意补偿GIA相关保险费用，并且您同意，GIA列明的保价金额不是GIA对物品价值的估价或评估，您将不会对此提出主张或争辩。您同意，对物品在退还期间发生的灭失或损坏，GIA不对您承担任何义务。您同意，GIA仅对包裹投保最高25000美元的保额，且这些包裹可能包含多件物品。即便有任何相反的规定，经您书面同意，GIA可以使用与您向GIA运送物品时使用的承运人账号不同的账号向您退还您提交给GIA的所有物品。对向GIA发运及GIA发运的所有运输和保险费用，以及您所在国家或地区产生的海关关税（如有），您进一步同意支付或向GIA做出补偿。您同意，若根据本第6条（GIA退回物品；例外情形）或按照您的明确书面指示发运物品，包括但不限于应您要求使用Malca Amit、Brinks、联邦快递、美国邮政总局或联合包裹服务（分别称为“承运人”）的账号或使用您的承运人邮寄标签进行的退货所发生的灭失或损坏，GIA不承担任何责任或义务。对向GIA发运或GIA发运途中丢失、损坏或被窃的包裹，GIA在此豁免承担任何义务。您应当针对承运人就向GIA发运途中发生的丢失或损坏提出一切索赔。对GIA向您发运途中发生的丢失或损坏，GIA将针对承运人提出索赔。承运人不应视为是GIA的代理人。

- 6.5 Confiscation of Articles.** You agree that you assume the risk, along with any associated costs, if any Article is confiscated or otherwise held by or disposed of by applicable governmental authorities (including but not limited to Customs authorities) of the country or region where you are located due to (i) your failure to provide the required permission, license or certification, (ii) your failure to pay the applicable Customs duty for the entry of Articles to the country or region, or (iii) any other reason, other than reasons attributable to the intentional acts of GIA.

没收物品。您同意，如果(i)您未提供所要求的许可、执照或证书，(ii)您未支付物品进入您所在国家或地区的有关海关关税，或(iii)因任何其它原因（可归咎于GIA故意行为的除外），导致物品被您所在的国家或地区的相关政府部门（包括但不限于海关）没收、保留或处置，您应承担该等风险以及相关的费用。

- 6.6 Failure to Retrieve Articles.** Notwithstanding anything to the contrary, if you deliver or ship an Article to GIA and you fail to retrieve the Article from GIA within ninety (90) days after you are notified that the Article is ready for your retrieval, then GIA may, at your cost and expense, ship the Article to you at your last known address provided to GIA by you. If you have already paid for the Services, then GIA will, where applicable, (a) include the Service Results with the Article and (b) make available a Report via Report Check. If you have not paid for the Services, then GIA may return the Article without the Service Results or a corresponding Report being available on Report Check and upon receipt of payment from you, GIA will provide to you the applicable Service Results and if applicable make the Report available via Report Check. If (i) the Article is returned to GIA as undeliverable, (ii) you instruct GIA not to return an Article to you, (iii) you refuse delivery or return of the Article, or (iv) you inform GIA that you will not be retrieving the Article from GIA, then, except as otherwise specified or prohibited under applicable law, you hereby assign all right, title, and interest in that Article to GIA without GIA having to pay any consideration for that Article. If any Article is so assigned to GIA, then GIA may sell, gift or otherwise dispose of the Article as determined by GIA in its sole discretion or GIA may retain the Article for use by GIA in furtherance of GIA's mission, including in connection with GIA's education and research activities. You represent and warrant to GIA that you are the sole and exclusive owner of any such Articles and that you have the right to assign ownership of the Articles to GIA as described in this Section 6.6. Notwithstanding anything to the contrary, with respect to any Article under this Section for which you have not paid the Service fees and that GIA ships back to you, GIA is not required to insure the Article during the return shipment to you even if you insured the Article during shipment to GIA.

未取回物品。即便有任何相反的规定，如果您向GIA交付或运送物品后未在获知可取回物品之后九十（90）日内取回该物品，在您承担费用的前提下，GIA可以将物品发运至您最后一次告知GIA的地址。如果您已支付了服务费用，GIA将根据需要(a)随物品提供服务结果并(b)通过报告查阅平台提供报告。如果您尚未支付服务费用，GIA在退回物品时可不提供服务结果或不在报告查阅平台上提供相应的报告。GIA将在收到您的付款后向您提供相关服务结果并，如适用，在报告查阅平台上提供报告。如果(i)物品因无法送达而退回给GIA，(ii)您指示GIA不要将物品退回给您，(iii)您拒收交付或退还物品，或(iv)您通知GIA您将不会向GIA取回物品，则除非适用法律另有规定或适用法律禁止，您特此向GIA转让物品的一切权利、所有权和利益，而GIA无需就该物品支付任何对价。如物品按此规定转让给GIA，GIA可自行决定出售、赠送或以其他方式处置物品，或保留物品供GIA用于推进实现GIA的宗旨，包括用于GIA教育和研究活动。您向GIA声明和保证，您是该物品的独家和唯一所有权人，并有权按本第6.6条所述向GIA转让该物品的所有权。即使有任何相反规定，对于本条规定的任何您未支付服务费用且GIA运还给您的物品，GIA不需要在向您运送退还物品期间为该物品投保，即使您将物品运送给GIA时为该物品投保。

- 6.7 Certain GIA Packaging.** If GIA packages Articles in packaging or containers intended to be tamper resistant, GIA does not represent or warrant that the packaging/containers will prevent persons from circumventing the tamper resistant features, including without limitation for purposes of replacing the Article in the container with an inferior or different article. GIA will not be liable to you or any third party if any package or container is tampered with by a third party, including without limitation replacing the Article in the package or container with a different article. It shall be your responsibility to confirm that the Article corresponds to the Report accompanying or applicable to the Article.

GIA某些包装。如果GIA用防损包装或容器包装物品，GIA不声明或保证该等包装/容器可防止任何人避开防损特征，包括但不限于用质量更差或不同物品替换容器内的物品。如果任何包装或容器被第三方损坏，包括但不限于用不同物品替换包装或容器内的物品，GIA不对您或任何第三方承担任何责任。您有责任确认物品与随附或适用于物品的报告相符。

## 7. Law Enforcement Requests and Competing Claims.

执法请求和对所有权的对抗性主张

### 7.1 Acknowledgements.

确认

You acknowledge that in connection with the performance of certain Services, GIA may prepare a plotting diagram with the characteristics of (i) Articles submitted by you and/or (ii) articles submitted by other GIA clients.

您确认，对于提供某些服务，GIA可能会制作具有(i)您所提交的物品及/或(ii)GIA其他客户提交的物品特征的绘制图。

You further acknowledge that, from time to time, (a) domestic and/or international law enforcement agencies might notify GIA that an article was stolen or is of other interest to the law enforcement agency, or (b) you or a third party (including without limitation an insurance company) might notify GIA that an article owned by you or the third party was stolen or lost. Any person providing that notice to GIA is called a "Reporting Party". For the avoidance of doubt, you may be a Reporting Party with respect to an article submitted to GIA by another GIA client.

您进一步承认，下列情形可能会不时发生：(a)国内和/或国际执法机构可能通知GIA某物品系盗窃赃物，或在其他方面为执法机构所关注，或(b)您或第三方（包括但不限于保险公司）可能通知GIA，归您或第三方所有的某物品为盗窃赃物或先前丢失的物品。通知GIA的任何人称为“通报方”。为避免疑义，针对GIA其他客户向GIA提交的物品，您也可以成为通报方。

When GIA is notified that an article is of interest to law enforcement, lost, stolen, or owned by a third party and GIA subsequently receives an article that has substantially similar characteristics to the characteristics in a previous plotting diagram, then there is a "**Competing Claim**" and the terms and conditions in this Section 7 will apply.

若GIA被告知某物品为执法机构所关注、系先前丢失、被盗物品或为第三方拥有，而GIA随后收到具有与先前图样特征基本相似的物品，则存在“对抗性主张”，应适用本第7条的条款和条件。

GIA may cooperate with law enforcement agencies at any time and in any way with respect to a Competing Claim. If law enforcement makes a request of GIA with respect to a Competing Claim (including without limitation a request for GIA to provide the applicable article to the agency), then GIA may, in its sole discretion, comply with the request. The request and GIA's compliance with the request will take precedence over any other provisions in this Section 7. In addition, GIA may, in its sole discretion and at any time, affirmatively notify law enforcement agencies about a Competing Claim.

GIA可以随时以任何方式配合执法机构处理对抗性主张。如果执法机构就对抗性主张向GIA提出要求（包括但不限于要求GIA向执法机构提供相关的物品），GIA可自行决定遵守相关要求。相关要求及GIA遵守该要求优先于本第7条其他规定。此外，GIA可自行决定在任何时候主动向执法机构通报对抗性主张。

Any article described above that (i) is received by GIA, (ii) is the subject of a Competing Claim, and (iii) was previously graded by GIA is a "**Relevant Article**". A Relevant Article might be an Article submitted by you to GIA or an article submitted to GIA by another GIA client.

(i)GIA收到的，(ii)涉及对抗性主张，及(iii)GIA先前对其作出评级的上述任何物品，称为“相关物品”。相关物品可能是您提交给GIA的物品或GIA其他客户提供给GIA的物品。

Any GIA client who submits a Relevant Article to GIA for grading or other Services is the "**Submitting Client**" for purposes of a Competing Claim and the process described in this Section 7. You may be a Submitting Client and the Articles you submit to GIA may be subject to a Competing Claim.

就对抗性主张及第7条所述程序而言，凡向GIA提交相关物品供评级或获得其他服务的GIA客户为“提交客户”。您可能是提交客户，您提交给GIA的物品可能涉及对抗性主张。

GIA will not flag in GIA's system (a) articles that you have sold on consignment or "memo" (as that term is commonly used in the trade), (b) articles you voluntarily delivered to a third party without receiving payment for the article, or (c) articles where there is a dispute between the parties to a transaction regarding the article.

GIA将不会在GIA系统中标注(a)您通过寄售或“备忘”形式（行业常见术语）出售的物品，(b)您未收到相应付款而自愿交付给第三方的物品，或(c)交易方就物品存在争议的物品。

You, as a Submitting Client and/or a Reporting Party, agree to the entirety of the Competing Claims process as discussed in further detail in this Section 7 (Law Enforcement Requests and Competing Claims).

您作为提交客户和/或通报方同意接受第7条（执法请求和对抗性主张）详述的对抗性主张程序的全部内容。

## 7.2 Competing Claims as to Articles Submitted by You.

您就物品提出对抗性主张

If GIA receives an Article from you and through GIA's internal processes, GIA determines that your Article has substantially similar characteristics as an article that is the subject of a notice from a law enforcement agency or from a Reporting Party (i.e., there is or might be a Competing Claim), then GIA may, and is hereby authorized by you to, hold your Article for a reasonable period of time. GIA may also inform the applicable law enforcement agency and the Reporting Party that GIA has received an article (i.e., your Article) with characteristics that are substantially similar to the characteristics of the article that is the subject of the notice from the law enforcement agency or from the Reporting Party.

如果GIA收到您提交的物品，并且通过GIA内部流程，GIA认定您提交的物品的特征和执法机构或通报方（即存在或可能存在对抗性主张）通报的物品特征基本相似，GIA可以并在此获得您的授权将您的物品保留一段合理时间。GIA也可以通知相关的执法机构和通报方GIA收到了与执法机构和通报方通报物品的特征基本相似的物品（即您提交的物品）。

GIA may, in GIA's sole discretion, decide to transport and hold your Article at the location where your Article was initially submitted or delivered to GIA, or at any other GIA Affiliated Laboratory location.

GIA可自行决定将您的物品运至您最初向GIA提交或交付物品所在地点或其他任何GIA附属实验室所在地点并在该地点保留该物品。

GIA may comply with any and all (a) requests from a law enforcement agency from any country, with or without a subpoena or other similar order, and (b) orders or directives from any court. In either case of (a) or (b), you also authorize GIA to provide to any law enforcement agency and any court any of your information. This includes, without limitation, your name, email address, physical address, phone number and any information you provided to GIA in connection with this Agreement (including without limitation the Know Your Customer/Client information, including information about your owners, members and shareholders) (collectively, the "**Client Information**"), and any other information requested by GIA (the "**Other Information**"). In addition, you agree that GIA may, at any time with or without a request from a law enforcement agency or a court order or directive, provide to a court and/or to a law enforcement agency your Article and your Client Information and the Other Information.

GIA应遵守(a)任何国家执法机构的一切要求，无论是否附传票或其他类似命令，及(b)任何法院发布的命令或指令。在(a)或(b)所述情况下，您授权GIA向执法机构和法院提供有关您的任何信息，包括但不限于您的姓名、电子邮箱地址、实际地址、电话号码以及您就本协议提供给GIA的任何信息（包括但不限于了解顾客/客户程序信息，包括但不限于您的拥有人、成员和股东的信息）（统称“客户信息”）以及GIA要求提供的其他信息（下称“其他信息”）。此外，不论执法机构是否提出要求或是否有法院命令或指令，您同意GIA可在任何时候向法院和/或执法机构提供您的物品及您的客户信息和其他信息。

If requested by GIA, you will provide to GIA the Other Information and you will obtain the written consent of any relevant third party to provide the Other Information to GIA and for GIA to provide that Other Information to a court and to law enforcement agencies and to other parties involved in the Competing Claim. You agree that GIA may also, at its sole discretion, share your Client Information, as well as the Other Information, with any other parties involved in the Competing Claim.

如果GIA提出要求，您应向GIA提供其他信息，并取得相关第三方的书面同意，同意向GIA提供其他信息，以便GIA向法院或执法机构或对抗性主张涉及的其他方提供该其他信息。您同意GIA可自行决定与对抗性主张涉及的其他方分享您的客户信息和其他信息。

GIA may require you or the Reporting Party to obtain a court order or directive from law enforcement regarding the disposition or return of your Article. You hereby acknowledge and agree that GIA may also obtain a court order or directive from law enforcement, with respect to GIA's disposition or return of your Article.

GIA可要求您或通报方就处置或归还您的物品取得法院命令或执法机构的指示。您特此确认并同意，GIA也可以就GIA处置或归还您的物品取得法院命令或执法机构的指示。

If a law enforcement agency informs GIA in writing that the agency has terminated its investigation with respect to your Article, and/or that the agency does not intend to seize your Article (the "**Agency Notice**") and if a Reporting Party has claimed an ownership interest in your Article, then GIA may continue to hold your Article until the ownership of your Article has been determined and the provisions of this Section 7 shall apply. If no Reporting Party has a Competing Claim with respect to your Article at the time of an Agency Notice, then GIA will return your Article to you, subject to any contrary terms in this Agreement.

如果执法机构书面通知GIA，该机构已终止对您的物品的调查及/或该机构无意扣押您的物品（下称“执法机构通知”），并且通报方对您的物品提出了所有权主张，在认定您的物品的所有权之前，GIA可继续持有您的物品，并且适用本第7条的规定。如果截至执法机构通知之日没有通报方提出对抗性主张，在不违反本协议任何相反条款的前提下，GIA将向您退还您的物品。

With respect to an Article you submitted to GIA for which there is a Competing Claim, GIA shall use reasonable efforts to (i) notify you and any other interested party(ies) of which GIA is aware of the Competing Claim with respect to your Article and (ii) notify you where GIA has received an Agency Notice (each notice from GIA to you is a "GIA Notice").

对您提交给GIA的存有对抗性主张的物品而言，GIA应采取合理措施(i)通知您以及就GIA所知的其他相关方与您的物品有关的对抗性主张，并(ii)通知您GIA收到执法机构通知的地点（GIA提交给您的每一份通知为"GIA通知”）。

### 7.3 Competing Claims Where You Have Reported an Article as Lost or Stolen.

您报告物品被盗或丢失的对抗性主张

You may, as the owner of an article, notify GIA that your article has been lost or stolen (the "Owner Notice"). GIA will only accept an Owner Notice from you if you are the owner of the article. You may not submit an Owner Notice on behalf of a third party, including without limitation any customer or other person.

您作为物品拥有者可以通知GIA您的物品已丢失或被盗（下称“物主通知”）。GIA仅在您拥有物品的前提下接受您的物主通知。您不得代表第三方（包括但不限于任何顾客或其他人）提交物主通知。

In addition, GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

此外，GIA可自行决定不将某物品标记为丢失或被盗。

One of the following items must accompany your Owner Notice or the signed version of the Acknowledgment (as defined below): a contemporaneous (1) police or law enforcement agency report on the theft of the article, or (2) copy of a pending lawsuit or action evidencing or alleging your claim of ownership in the article, if applicable. Where applicable, certified English translations of the foregoing must also be submitted to GIA. GIA will not flag the article in GIA's system without the foregoing and GIA may elect not to flag the article in GIA's system if you do not provide other documentation or information required by GIA. In addition, if applicable, you must provide any insurance loss claim report for the article with your Owner Notice or the signed version of the Acknowledgment.

您的附物主通知或经签署的确认书（定义如下）必须随附以下各项中的一项：同一时期(1)警方或执法机构的物品被盗报告，或(2)证明或主张您对物品的所有权的未决诉讼或起诉书副本（如适用）。如适用，您必须向GIA提交上述文件的经证实的英文翻译件。如果没有上述文件，GIA将不会在GIA系统中对物品进行标注。如果您未提供GIA要求的其他文件或信息，GIA可选择不在GIA系统中对物品进行标注。此外，如适用，您在提供物主通知或经签署的确认书时，必须一并提供相关物品的保险损失索赔报告。

For GIA to flag an article for you in GIA's system, you, and, where applicable, an authorized representative of your insurance company, must sign GIA's "Acknowledgment" within ninety (90) days after the date the Acknowledgment is provided by GIA to you. You agree that you will not submit an Owner Notice to GIA with respect to articles that (i) you have sold on consignment or memo, (ii) you voluntarily delivered to a third party without receiving payment for the article, or (iii) are the subject of a dispute between you and a third party related to a transaction for the article.

为使GIA在GIA系统中对物品进行标注，您及您的保险公司授权代表（根据情况）必须在GIA向您提交确认书后九十（90）日内签署GIA的“确认书”。您同意，对于(i)您通过寄售或备忘形式出售的物品，(ii)您未获得相应付款而自愿交付给第三方的物品，或(iii)物品为您与交易相关第三方的争议标的，您将不会向GIA提交物主通知。

With limited exception, GIA only accepts Acknowledgments and GIA will only flag an article in GIA's system if GIA receives the proposed Acknowledgment, including all required documentation, within twelve (12) months of the article being lost or stolen.

除了少数例外情形，只有GIA在物品丢失或被盗后十二（12）个月内收到拟定的确认书（包括所要求的一切文件），GIA方才接受确认书，并仅在GIA系统中对物品进行标注。

Most articles will not remain flagged in GIA's system indefinitely. Rather most articles will remain flagged for a reasonable period of time, generally not more than ten (10) years and the flagging and unflagging of articles will be managed by GIA according to GIA's internal processes at GIA's sole discretion.

多数物品不会在GIA系统中被无限期地标注。多数物品在合理期间内被标注，通常不会超过十（10）年。GIA将根据GIA内部流程自行管理物品的标注或解除标注的行为。

If you, as the Reporting Party, fail to timely submit to GIA any documentation or information required by GIA, including without limitation any information or documentation described in this Section 7, then (i) GIA may reject your Owner Notice and your Acknowledgment, GIA may elect to not flag the article in its system, GIA may elect to remove any flag from its system for the applicable article, and GIA will have no obligations or liability with respect to the applicable article, even if GIA receives an article that appears to be substantially similar to the article identified in your Owner Notice and/or your Acknowledgment and (ii) GIA may, without liability, return the article to the Submitting Client.

如果您作为通报方未及时向GIA提交GIA要求的文件或信息，包括但不限于第7条所述信息或文件，则(i)即使GIA收到表面上与物主通知和/或确认书所列物品基本相似的物品，GIA可以拒收您的物主通知和确认书，GIA可选择不在其系统中对物品进行标注，也可以选择从其系统中解除对相关系统的标注，并且GIA对相关物品不承担任何责任或义务，及(ii)GIA可以向提交客户退还物品，不承担任何责任。

### 7.4 Settlement or Commencement of an Action. Within sixty (60) days of (i) the date of a GIA Notice that your Article is subject to a Competing Claim or (ii) the date that GIA has notified you that GIA has received from a third party an article with substantially similar characteristics to an article in your Acknowledgment, you must either:

和解或起诉。在(i)在GIA通知您的物品涉及对抗式主张的六十（60）日内，或(ii)GIA通知您GIA收到第三方提供的具有与您的确认书所列物品基本相似特征的物品之日后六十（60）日内，您必须：

(a) settle the Competing Claim with the other interested parties, provide to GIA a copy of the written settlement agreement signed by all interested parties, including where applicable the insurance company, and that settlement agreement must identify the party to whom GIA should deliver the Relevant Article; or

就对抗式主张与其他相关方和解，向GIA提供所有相关方（根据情况包括保险公司）签署的书面和解协议，并在其中确认GIA应向其交付相关物品的对象；或

(b) commence an action naming all the other interested parties (e.g., the Reporting Party(ies) and Submitting Client) seeking a determination as to the ownership of the Relevant Article.

提起诉讼并在起诉书中列明其他所有相关方（如通报方和交货方），寻求对相关物品的所有权做出认定。

YOU AGREE THAT YOU WILL NOT NAME GIA AS A PARTY TO ANY ACTION RELATED TO A COMPETING CLAIM.

您同意您不会将GIA列为与对抗式主张相关的诉讼的当事方。

GIA may, in its sole discretion, extend this sixty (60) day period.

GIA可自行决定延长上述六十（60）日期限。

YOUR FAILURE TO DO EITHER OF THE FOREGOING WITHIN THE ALLOTTED SIXTY (60) DAYS COMPLETELY AND IRREVOCABLY WAIVES

ANY AND ALL CLAIMS OR ACTIONS AGAINST GIA WITH RESPECT TO THE RELEVANT ARTICLE; AND GIA MAY, IN GIA'S SOLE DISCRETION, (I) COMMENCE LEGAL ACTION BY APPLYING TO A COURT FOR AN ORDER OR DIRECTION AS APPROPRIATE IN THE CIRCUMSTANCES, OR (II) RETURN THE RELEVANT ARTICLE TO THE SUBMITTING CLIENT, THE REPORTING PARTY, OR AN INTERESTED PARTY THAT CLAIMS TO OWN THE ARTICLE.

若您未在上述六十 ( 60 ) 日内进行和解或起诉, 您全面和不可撤销地放弃就相关物品向GIA提出任何主张或提起诉讼。GIA 可以自行决定(i)通过向法院申请发布命令或指示 ( 根据具体情况 ) 提起诉讼, 或(ii)向主张拥有物品的提交客户、通报方或相关方退还相关物品。

**7.5 GIA Initiated Legal Actions.** GIA may, in its discretion, choose to commence an action in an appropriate court of law, seeking to deposit any Relevant Article that is the subject of a Competing Claim (including without limitation Articles submitted by you) with the court and you agree that you and the other interested parties shall resolve the ownership dispute in that court. Should GIA commence an action, GIA shall be entitled to reimbursement of reasonable costs and fees incurred by GIA (including without limitation reasonable attorneys' fees) for prosecuting and participating in the action from either, both or all of the parties in interest, jointly and severally, without regard to which party is the prevailing party, upon written request from GIA.

GIA发起诉讼。GIA可自行选择在适当的法院提起诉讼, 寻求将涉及对抗式主张的相关物品 ( 包括但不限于您提交的物品 ) 交存至法院, 您和其他相关方应在该法院解决所有权争议。如果由GIA发起诉讼, 对于GIA提起和参与诉讼所发生的合理成本和费用 ( 包括但不限于合理的律师费 ), 不论谁是胜诉方, 经GIA书面请求, GIA有权获得一方或所有相关方 ( 承担连带责任 ) 的补偿。

**7.6 When Actions are Commenced.** Further, you agree that GIA may use your alleged ownership of the Relevant Article that is the subject of a Competing Claim as an affirmative and complete defense to GIA to any action regarding GIA's holding, return or other disposition of the Relevant Article, whether or not GIA commenced the action. Once GIA tenders, or offers to tender, the Relevant Article to the court, you shall not oppose GIA's request for GIA's dismissal from the action.

一旦诉讼启动。您进一步同意, GIA可以将您声称对涉及对抗式主张的相关物品的所有权, 作为在对GIA持有、退还或处置相关物品的诉讼 ( 不论是否由GIA发起诉讼 ) 中GIA的积极和全面的抗辩理由。如果GIA向法院交付或提出交付相关物品, 您不应向GIA申请退出诉讼并提出异议。

**7.7 Additional Terms.**

其他条款

Upon the completion of the Competing Claims process described in this Section 7, GIA will provide the Relevant Article to the interested party designated by the court or by the settlement agreement between the interested parties.

在第7条所述对抗式主张程序结束后, GIA将向法院指定的或相关方达成的和解协议中指定的相关方提供相关物品。

Upon the refusal or unwillingness of the persons in interest with respect to the Relevant Article to participate in the Competing Claims process described in this Section 7, their withdrawal from participation in that process, or GIA's inability to contact a Reporting Party or a Submitting Client at his/her/its address set forth in the Acknowledgement or in GIA's client database, then GIA reserves the right to provide the Relevant Article to either the Reporting Party or the Submitting Client that has continued to participate in that process.

在与相关物品有关系的人拒绝或不愿意参与第7条所述对抗式主张程序、该人退出参与该程序, 或GIA根据确认书或GIA的客户数据库中登记的地址无法联系到通报方或提交客户, GIA有权向继续参与程序的通报方或提交客户提供相关物品。

For clarity and without limiting any other rights of GIA under this Agreement, if you do not comply with the terms of this Section 7 (Law Enforcement Requests and Competing Claims) or any documents proposed by GIA and signed by you with respect to a Competing Claim, then you agree that (i) GIA may terminate this Agreement and refuse to accept Articles from you and to perform Services for you, and (ii) the terms in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) will apply to GIA's exercise of GIA's right to refuse to accept Articles or perform Services or to terminate this Agreement.

为明确起见, 在不限制GIA在本协议下的其他权利的前提下, 如果您未遵守第7条 ( 执法请求和对抗式主张 ) 规定或GIA提议就对抗式主张与您签署的任何文件, 您同意(i)GIA可以终止本协议, 拒收您提供的物品并拒绝向您提供服务, 及(ii)GIA行使拒收物品或拒绝提供服务或终止本协议的权利适用第24条 ( 争议解决和仲裁/放弃集体诉讼权 ) 规定。

YOU ACKNOWLEDGE THAT GIA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT GIA WILL BE ABLE TO DETECT OR IDENTIFY A STOLEN OR LOST ARTICLE. IN NO EVENT SHALL GIA BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT OR OTHERWISE, FOR FAILING TO DETECT OR FAILING TO IDENTIFY A LOST OR STOLEN ARTICLE, OR FOR HOLDING AN ARTICLE DURING THIS PROCESS. IN ADDITION, GIA WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH GIA'S COMPLIANCE WITH ANY REQUEST FROM A LAW ENFORCEMENT AGENCY, COURT ORDER OR DIRECTIVE, OR OTHERWISE IN CONNECTION WITH GIA'S PERFORMANCE UNDER THIS SECTION 7.

您确认, GIA未就GIA能够发现或确认被盗或丢失物品做出任何声明、保证或担保。对未能发现或确认丢失或被盗物品或在此程序期间持有物品产生的直接、间接或其他形式的损害, GIA不承担任何责任。此外, GIA不对其遵守执法机构的要求、法院命令或指令或其在第7条下的履约情况向您承担任何责任。

PRIOR TO GIA RELEASING ANY ARTICLE THAT IS THE SUBJECT OF A COMPETING CLAIM, THE REPORTING PARTY(IES), THE SUBMITTING CLIENT AND ANY OTHER INTERESTED PARTY MUST EXECUTE A RELEASE AND INDEMNITY AGREEMENT WITH GIA RELEASING AND INDEMNIFYING GIA. IF YOU AND/OR THE REPORTING PARTY FOR WHATEVER REASON DO NOT EXECUTE THE RELEASE AND INDEMNITY AGREEMENT BUT HOWEVER INSIST GIA RELEASE ANY ARTICLE SUBJECT TO A COMPETING CLAIM, SUCH ACTION WILL BE CONSIDERED AS A WAIVER BY YOU AND THE REPORTING PARTY OF ANY POSSIBLE LIABILITY CLAIM AGAINST GIA.

在GIA放行涉及对抗式主张的任何物品之前, 通报方、提交客户和其他相关方必须与GIA签署一份责任免除和赔偿协议, 免除GIA的责任并向GIA做出赔偿。如果您和/或通报方不论何种原因未签署责任免除和赔偿协议, 但仍然坚持要求GIA放行涉及对抗式主张的任何物品, 则此举视为您和通报方放弃向GIA提出任何可能的责任索赔。

YOU AGREE TO INDEMNIFY AND HOLD GIA AND THE GIA INDEMNITEES HARMLESS AS PROVIDED IN SECTION 11 (INDEMNITY BY YOU) WITH RESPECT TO COMPETING CLAIMS.

您同意按照第11条 ( 客户赔偿 ) 有关对抗式主张的规定, 向GIA以及GIA受偿方做出赔偿并使其免受损害。

This Section 7 (Law Enforcement Requests and Competing Claims) shall survive the termination of this Agreement.

本第7条 ( 执法请求和对所有权的对抗性主张 ) 应在本协议终止后继续有效。

## 8. Personal Data.

个人信息

For the purpose of maintaining the business relationship and for any other purpose reasonably related to the performance of this Agreement, you acknowledge and agree that GIA will process, collect, use, disclose, access, transfer, store, maintain and otherwise process (collectively, "process" or "processing") personal data about you and your Authorized Representatives as set forth in the fair processing notice which has been made available to you (and which you will make available to your Authorised Representatives) under separate cover ("Client Privacy Notice"). Except for certain information that is required by law, your decision to provide any personal data to GIA is voluntary. You hereby confirm that you have (i) been provided a copy of or access to the Client Privacy Notice, (ii) made the Client Privacy Notice available to your Authorised Representatives; and (iii) read the Client Privacy Notice. With respect to any personal information you disclose, submit, provide access, or otherwise cause to be submitted to GIA, including without limitation about an Authorized Representative or any other third party, you represent and warrant

that you have the right to provide that information to GIA for processing in accordance with the Client Privacy Notice and other purposes reasonably related to the performance of this Agreement, and that you have provided any required notice and obtained any required permissions from your Authorized Representative and those third parties to the provision of that information to GIA. Unless otherwise provided under applicable data privacy laws, GIA will process business contact information related to Authorized Representatives (including name, business telephone number, business email, job title) ("BCI") for the purpose of providing the Services and to manage the general relationship between the parties. For those purposes, GIA is acting as an independent data controller, as that term (or any similar term) is defined under applicable law. BCI will be processed in the United States, which may not be deemed to have the same level of data protection as your home country. Upon your request, and where required by applicable law, GIA will execute an appropriate data transfer agreement with you. This Section shall survive the termination of this Agreement.

出于维护商业关系及与履行本协议合理相关的其他目的，您确认并同意GIA将按照另函向您提交（并且您将提供给您的授权代表）的个人信息合理处理声明（下称“客户隐私通知”）处理、收集、使用、披露、访问、转移、保存、维护及以其他方式处理（统称“处理”）有关您及您的授权代表的个人信息。除了任何法律规定的特定信息，您向GIA提供任何个人信息的决定均为自愿。您特此确认，您已(i)获得客户隐私通知副本或可查阅外部隐私政策；(ii)向您的授权代表提供客户隐私通知，及(iii)阅读客户隐私通知。对于您向GIA披露、提交、提供查阅或使他人提供给GIA的个人信息，包括但不限于关于授权代表或其他第三方的信息，您声明和保证您有权向GIA提供该信息以便根据客户隐私通知进行处理并用于与履行本协议合理有关的其他用途，您已提供所要求的通知并取得授权代表和第三方对向GIA提供相关信息的许可。除非相关的数据隐私法律另有规定，为提供服务及对各方之间的一般关系加以管理，GIA将处理有关授权代表的业务联系信息（包括姓名、业务电话、业务电子邮件、职务等）（下称“业务联系信息”）。为此目的，GIA将作为独立数据控制者（定义或任何类似定义见适用法律）行事。业务联系信息将在美国进行处理，但可能不被视为与您本国数据保护的级别相同。应您的要求且适用法律规定的情况下，GIA将与您签署一份适当的数据传输协议。本条款在本协议终止后继续有效。

## 9. Prices; Payment for Services.

价格；服务报酬

**9.1 GIA Prices.** Unless otherwise indicated by GIA in writing, all prices are listed in U.S. Dollars or in the local currency in which GIA has laboratory operations. GIA's current business practice is to publish GIA's prices on its laboratory website. You agree to pay to GIA the prices in the currency of the country where GIA received the Articles from you, unless otherwise advised by GIA, in GIA's sole discretion. By way of example and without limitation, GIA may issue invoices in U.S. Dollars. For prices denominated in the local currency, the prices will be paid on the local currency prices that have been published by GIA, plus any applicable local taxes that are required to be charged. GIA reviews its U.S. Dollar prices as well as local currency pricing on a periodic basis for consistency between its U.S. Dollar prices and the local currency prices and will from time to time make adjustments, as required, to adjust the US dollar prices and local currency prices based on exchange rate fluctuations and / or other operational and business factors.

GIA 价格。除非GIA 另有书面指示，所有价格应以美元或GIA开展实验室运营地的本地货币列明。GIA现行做法是在实验室网站上公布GIA价格。除非GIA根据自行决定另有指示，您同意以GIA收到物品国家的货币向GIA支付价款。仅作为举例并不限于此例，GIA可出具美元账单。对以本地货币计值的价格，支付的价款应为GIA公布的以本地货币计值的价格外加要求缴纳的本地相关税收。GIA应定期审查美元定价和本地货币定价确保二者金额一致，并基于汇率波动及/或其他经营和业务因素，根据需要不时对美元定价和本地货币定价进行调整。

**9.2 Price Changes.** GIA may change its prices for Services, Service Results, and Reports from time to time.

价格调整 GIA可不时调整服务、服务结果和报告的价格。

**9.3 Payments.** You agree to pay GIA the then-current GIA prices for Services either (1) at the time Articles are delivered to GIA, or (2) at the time Articles are returned (e.g., after Services have been performed), in each case, as specified by GIA. Alternatively, if GIA has granted you credit terms, then GIA will invoice you following performance of Services, and you agree to pay all invoiced amounts pursuant to the payment terms specified in the invoice. GIA may change those credit terms in GIA's discretion upon notice to you. You agree that if you instruct GIA to ship an Article to any third party, then GIA will charge you the shipping and insurance fees, and you agree to pay those fees. You agree to apply for foreign exchange if required by applicable local law to assure that all payments may be made in the currency specified by GIA.

付款。您同意支付下述任一情况下当时有效的GIA服务价格：(1)物品交付给GIA时或(2)物品被退回之时（例如：在已经履行服务之后），在每一情况下均由GIA具体规定。另一选择是，如果GIA已向您授予信用条款，则GIA将在履行服务后向您出具账单，而您同意按账单中规定的付款条件支付所有账单金额。GIA可自行决定经通知您后更改信用条款。您同意，如果您指示GIA向第三方发送物品，GIA将向您收取运输和保险费用，您同意支付这些费用。您同意根据适用法律的要求申请外汇，确保以GIA指定的货币支付所有的款项。

**9.4 LabDirect Program Participants.** If you submit Articles to a GIA LabDirect Program Participant for submission to GIA for the performance of Services, then GIA will invoice the price due for those Services to the GIA LabDirect Program Participant and the GIA LabDirect Program Participant will pay those prices. In such event, you agree to pay the GIA LabDirect Program Participant the prices for the Services as agreed between you and the GIA LabDirect Program Participant.

实验室参加者。如果您向GIA实验室参加者提交物品以提交给GIA履行服务，则GIA可向GIA实验室项目参加者出具就该服务应付价格的账单，而该GIA实验室项目参加者应支付该价格。在此情况下您同意向GIA实验室项目参加者支付您与GIA实验室项目参加者之间商定的服务的价格。

**9.5 Failure to Timely Pay.** If you fail to timely pay any amounts owed to GIA under this Agreement and if you provided to GIA a credit card number, then you hereby authorize GIA to charge the credit card those amounts that you have failed to timely pay. In addition, if you fail to timely pay GIA, GIA may in its discretion and notwithstanding anything to the contrary in this Agreement, withhold/retain Articles, Service Results, and/or access to Reports until GIA has received payment from you of all applicable fees.

未按时支付。如果您未按时支付在本协议下应向GIA支付的任何款项，并且您向GIA提供了信用卡号，您特此授权GIA向该信用卡收取您未按时支付的款项。此外，如果您未按时向GIA付款，即便本协议有相反的规定，在GIA收到您支付的所有相关费用之前，GIA可自行决定扣留/保留物品、服务结果及/或报告的查阅权。

**9.6 Prices do not Include Taxes or other Amounts.** GIA's prices are exclusive of transportation, insurance costs, duties, tariffs and taxes including without limitation stamp duties, value added taxes (VAT) and use, sales, property (ad valorem), goods and services taxes (GST), and other taxes. You agree to pay all transportation, insurance costs, duties, tariffs and taxes, including any and all taxes levied on account any payments under this Agreement. In the event withholding tax is required to be made, you shall remit the withholding tax to the appropriate tax authorities, and send to GIA the best available evidence of the payment of that withholding tax.

价格不含税款或其他款项。GIA价格不包含运输、保险费用、关税、征税及税项，包括但不限于印花税、增值税、使用、销售、财产（从价计税）、商品和服务税及其他税款。您同意支付所有该等运输、保险费用、关税、征税和其他税款，包括就本协议下任何付款征收的所有税项。如需缴纳预提税，您应向相关税务机构缴付预提税并向GIA提供对已缴纳预提税的最佳证明。

**9.7 Payment of Stamp Duty/Tax.** If applicable law requires this Agreement to be stamped and/or the payment of a stamp duty or stamp tax, then you will (i) obtain the stamp, (ii) pay any applicable stamp duty or stamp tax, and (iii) if requested by GIA, provide to GIA a stamped copy of this Agreement. If you breach the foregoing, then you will indemnify GIA and reimburse GIA for any and all costs, expenses, penalties and other amounts paid by GIA for GIA to obtain the stamp and pay the stamp duty/tax, including any penalty levied for your failure to timely pay the stamp duty/tax.

缴纳印花税。如果适用法律要求在本协议上加盖印花及/或缴纳印花税，您应(i)取得印戳，(ii)支付相关的印花税，及(iii)应GIA要求向GIA提供本协议加盖印花的副本。如果您违反前述规定，您应免除GIA的责任并赔偿GIA为取得印戳及缴纳印花税支付的所有费用、成本、罚款和其他款项，包括因您未及时缴纳印花税征收的罚款。

**9.8 Estimates.** In certain cases, GIA may provide an estimate of the price for a Service. Any estimate of the price for a Service is only an estimate and is based on the exchange rate in effect at the time of the estimate. The price payable by you for Services will be the actual price determined after the Services have been performed by GIA and the applicable exchange rate has been applied. If you paid for Services (1) prior to Articles being delivered to GIA or (2) at the time Articles are delivered to GIA, then you agree to pay the estimated prices. If the estimated price paid by you is less than the actual price, you agree to pay the difference. If the estimated price paid by you was greater than the actual price, then you will be entitled to a refund or a credit.

估价。在某些情况下，GIA可对服务的价格提供估价。服务估价仅为估算并以估算时有效的汇率为估算依据。您应支付的服务价格为GIA提供该服务之后，根据相关汇率确定的该服务的实际价格。如果您在(1)向GIA交付物品之前，或(2)在向GIA交付物品之时支付服务价格，您同意支付估算价格。如果您支付的估算价格低于实际价格，您同意支付差额。如果您支付的估算价格高于实际价格，您有权要求退款或获得信用。

**9.9 Obligation to Pay.** Notwithstanding anything to the contrary, you agree that you are solely and fully responsible for (i) all amounts and fees charged for the Services performed for Articles you submitted to GIA, including without limitation using your Password, (ii) paying to GIA the balance of your account for those amounts and fees, (iii) payment of late fees of 1.5% per month (or, if applicable, the maximum amount permitted by law, whichever is less) on all amounts not paid when due from the due date until paid in full, and (iv) reimbursing GIA for all collections-related costs and expenses incurred by GIA collecting past due amounts from you, including without limitation reasonable attorneys' fees and collection agency fees.

付款义务。即便有任何相反规定，您同意独自及完全负责承担(i)对您提交给GIA的物品所提供的服务收取(包括但不限于使用您的密码)的所有款项和费用，(ii)向GIA支付您该等款项和费用账户的余额，(iii)对到期未付的所有款项，自到期日至全额付清期间，按每月1.5%利率(或根据需要，法律允许的最大金额，以数额较低者为准)支付逾期费，及(iv)对GIA向您收追逾期款项发生的所有成本和费用，包括但不限于合理的律师费和追账机构费用，向GIA做出赔偿。

This Section 9 (Prices; Payment for Services) shall survive the termination of this Agreement.

本第9条(价格;服务报酬)在本协议终止后继续有效。

**10. Warranties by You; Compliance with Laws; No Gifts.** You represent, warrant and promise to GIA as follows.

客户保证;遵守法律;无赠与 您向GIA声明、保证和承诺如下:

**10.1 General Warranties.** You are an entity validly existing under applicable laws or a natural person, in each case with all necessary right, title, license and authority under the laws of the countries and regions in which you conduct business, to enter into this Agreement and to perform all of your obligations hereunder and that your performance of all your obligations hereunder does not violate any applicable law, statute, regulation or ordinance.

一般保证。您是根据适用法律合法存续的实体或自然人，任一情形下您均拥有根据经营所在国家和地区法律签署本协议和履行您在本协议下所有义务所需的一切必要权利、资格、许可和授权。您履行在本协议下的所有义务不违反任何适用法律、法规、条例或规章。

**10.2 Kimberley Process and System of Warranties.** You hereby represent, warrant and covenant under penalty of perjury that you are aware of The Kimberley Process laws and regulations in the countries in which you conduct business and that you are and will, during the term of this Agreement, continue to be in full compliance with those laws and regulations. The Kimberley Process seeks to control the export and import of rough diamonds across international borders, requiring rough diamonds mined after January 1, 2003, among other things, to be shipped in tamper-resistant containers accompanied by "Kimberley Process Certificates."

金伯利进程和保证体系。您在伪证受罚原则下声明、保证和承诺:您知晓开展业务所在各个国家的金伯利进程法律法规,且您现在并将在本协议期限内继续全面遵守这些法律法规。金伯利进程寻求对毛坯钻石的国际跨境进出口进行控制,要求2003年1月1日以后开采的毛坯钻石存储在防损容器运输并附有"金伯利进程证书"。

The System of Warranties is a voluntary system which requires participating buyers and sellers of rough, polished and mounted diamonds (i) to make the following affirmative statement on all invoices for diamonds, (ii) to maintain certain records regarding that statement and (iii) to audit the flow of warranties made to and by sellers;

保证体系是一个自愿加入的体系,该体系要求参与该体系的所有毛坯钻石、抛光钻石和镶嵌钻石的购买者和销售者(i)在所有钻石账单上做出以下肯定声明,(ii)对该等声明保存某些记录,及(iii)对流入和流出卖方的各个担保物的流动进行审计;

"The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The undersigned hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds."

"本账单中所列钻石购自不涉及为冲突提供资金的合法来源,并且符合联合国决议。签名人特此保证,基于本人所知和/或基于这些钻石的供应商所提供的书面保证,这些钻石与冲突无关。"

If you are a member of the gem and jewelry industry, then you represent, warrant and covenant under penalty of perjury that you are and will be in full compliance with the requirements of the System of Warranties during the term of this Agreement.

如果您是宝石和珠宝行业成员,则您在伪证受罚原则下声明、保证和承诺,您现在并将在本协议期限内全面遵守保证体系的要求。

**10.3 Compliance with Laws.** You agree to comply with all laws and regulations applicable to you individually, and your business. Without limiting the foregoing, you agree to comply with (i) all laws and regulations of the countries or regions where you conduct business and where you are otherwise registered, incorporated and/or located, (ii) all laws and regulations that govern the operation, sale, trading, export, import, exit and entry of Articles and jewelry products to/from any territory or country, including without limitation the United States of America, (iii) all laws and regulations that require certain segments of the gem and jewelry industry, including and without limitation dealers in precious metals, stones or jewels, to establish and maintain anti-money laundering programs pursuant to the Bank Secrecy Act, as amended by section 352 of the USA PATRIOT Act, and (iv) all foreign currency exchange laws and regulations. It shall be your responsibility to ensure that all packaging and handling of the Articles is in compliance with applicable law.

遵守法律。您同意遵守适用于您个人及您的业务的所有法律法规。在不限制前述规定的前提下,您同意遵守(i)您开展业务以及您注册、成立和/或在所在国家或地区的所有法律法规,(ii)适用于物品和珠宝产品的经营、销售、交易、出口、进口、出入任何领土或国家(包括但不限于美国)方面的法律法规,(iii)要求宝石和珠宝行业某些成员(包括但不限于贵金属、宝石或珠宝交易商)根据银行保密法(经美国爱国者法案第352条修订)制定和维持反洗钱计划的所有法律法规,及(iv)所有外汇法律法规。您有责任确保物品的所有包装和处理行为遵守适用法律。

**10.4 End Use Certification.** You hereby certify that each of your Articles is not destined for shipment, sale, or transfer to (i) any territory or country targeted by U.S. Sanctions, (ii) any individual or entity targeted by U.S. Sanctions, nor (iii) any end-use prohibited by U.S. Sanctions. In addition, you hereby further certify that each of your Articles will not be provided to GIA under this Agreement, or otherwise shipped, sold, transferred or used, in a manner or for a purpose such that GIA will be in violation of any U.S. Sanctions. The term "U.S. Sanctions" means all sanctions-related laws, executive orders, regulations, and other provisions, including without limitation sanctions with respect to the Specially Designated Nationals and Blocked Persons List, administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control and by the U.S. Department of State.



最终使用证明。您特此证明，您的每一件物品均不会发运、出售或转让至(i)美国制裁所针对的地区或国家，(ii)美国制裁所针对的个人或实体，或用于(iii)美国制裁措施所禁止的最终用途。另外，您特此进一步证明，您将不会以导致GIA违反美国制裁的方式或以GIA违反美国制裁为目的，在本协议下向GIA提供每一件物品或发运、销售、转让或使用每一件物品。"美国制裁"指与制裁有关的所有法律、行政命令、法规和其他规定，包括但不限于美国财政部海外资产控制办公室和美国国务院实施和管理的《特别指定国民与禁止往来人员名单》。

**10.5 Complete Reports.** If you share or provide any Service Results, including without limitation Service Results downloaded or printed from Report Check with or to any third party, you agree to provide a correct and complete copy of such Service Results (including all front and back pages in their entirety) to that third party.

完整报告。如果您与第三方分享或向第三方提供任何服务结果，包括但不限于从报告查阅平台上下载或打印的服务结果，您同意向该第三方提供该服务结果的正确和完整副本（包括所有前页和后页）。

**10.6 Use of Reports in Connection with Volume Sales.** You will not use the Service Results or a Report for any Article other than the Article described in the corresponding Service Results or Report.

使用与批量销售相关的报告。您不会为了相应服务结果或报告所述物品之外的任何物品而使用服务结果或报告。

**10.7 No Improper Payments or Kickbacks.** You agree that you will not, directly or indirectly, make, offer or agree to make or offer on behalf of GIA, any GIA Affiliated Laboratory, or otherwise, anything of value, including but not limited to, any loan, gift, property, offer of employment, discount, donation or other payment, directly or indirectly, whether in cash or cash equivalent, to, or for the benefit of, or at the direction of, any candidate, committee, political party, political function or government or government subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof, for the purposes of influencing any act or decision of that entity or individual or inducing that entity or individual to do or omit to do anything in order to obtain or retain business or other benefits in violation of any applicable laws, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any similar laws of jurisdictions applicable to you. In addition, you agree that you will not, directly or indirectly, make, offer or agree to make or offer to any employee or agent of GIA anything of value, including but not limited to any loan, gift, property, offer of employment, discount or other payment, directly or indirectly, whether in cash or cash equivalent.

无不当付款或回扣。您同意您将不会违反任何适用法律，包括《美国反海外腐败法》、《英国反贿赂法》和任何对您适用的管辖区的类似法律，代表GIA、GIA附属实验室或其他，向任何候选人、委员会、政党、政治机构或政府或政府分支机构或被选举、委任或以其他方式被任命为其雇员或高级管理人员的个人，或为了前述人等的利益或按前述人等的指示，直接或间接给予、提供或同意给予或提供任何有价值的物品，包括但不限于任何贷款、礼物、财产、聘约、折扣、捐赠或其他款项（无论是否为现金或现金等价物），旨在影响该实体或个人的行为或决定或诱使该实体或个人采取或不采取任何行动，以便取得或保留业务或其他利益。此外，您同意您将不会直接或间接向GIA的任何雇员或代理人给予、提供或同意给予或提供任何有价值的物品，包括但不限于任何贷款、礼物、财产、聘约、折扣、捐赠或其他款项（无论是否为现金或现金等价物）。

**10.8 Notification of any Solicitation.** You agree that you will immediately notify GIA if you are approached by any person claiming to be an employee, ex-employee or having any relation with any GIA staff, other than through official means, with respect to the Services being provided by GIA. You further agree you may be called upon in any internal investigation being undertaken by GIA to give a statement with respect to the Services provided by GIA.

招募通知。您同意，如果有自称是GIA的雇员、前雇员或与GIA有任何关系的人，并非通过官方途径就GIA正在提供的服务联系和接触您，您将立即通知GIA。您进一步同意，GIA可以在任何内部调查中要求您对GIA提供的服务做出说明。

## 11. Indemnity by You.

### 客户赔偿

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless GIA and its Affiliates and each of their respective employees, directors, officers, members of the board of governors and board of directors, and agents (the "GIA Indemnitees") from and against any and all losses, damages, liabilities, settlement amounts, cost, and expense (including without limitation reasonable attorneys' fees) (collectively, "Damages") incurred by or suffered by the GIA Indemnitees arising out of, related to or resulting from any of the following and notwithstanding any negligence, sole or separate, simple or gross, by any GIA Indemnitee:

在适用法律允许的最大范围内，对GIA受偿方因下列原因产生或遭受的一切损失、损害、责任、和解金额、成本和费用（包括但不限于合理的律师费）（统称“损害赔偿”），即使任一GIA受偿方存在唯一或单独、单纯或重大过失，您同意向GIA及其关联方以及各自的雇员、董事、管理人员、理事会和董事会成员和代理人（下称“GIA受偿方”）做出赔偿并使其免受损害：

- (i) your failure to comply with any applicable law or regulation,  
您未遵守任何适用法律法规，
- (ii) your performance under this Agreement and any breach of this Agreement by you, including without limitation your breach of any representation or warranty in this Agreement,  
您对本协议下的履行及对本协议的任何违反，包括但不限于您违反本协议下的任何声明或保证，
- (iii) all uses of your Password, whether or not authorized by you,  
对您的密码的所有使用，无论是否经过您授权，
- (iv) the Matters under Section 5.8.2 (Failure to Disclose; Ethics Breach) related or with respect to any Article submitted or delivered to GIA by you that is, or is alleged to be, unstable, laboratory grown, or treated, including without limitation, (a) from the results of any notification and from the delivery of any information or Article to the government or trade organization and (b) Claims brought by any Article owner, purchaser, downstream purchaser, or any other person with respect to any such Article when you did not disclose to GIA in writing at the time of submission or delivery that the Article was unstable, laboratory grown, or treated,  
第5.8.2条（未披露；违反道德）与您提交或交付给GIA的物品相关的事项，该物为或被指为易分解、实验室合成或经过处理的，包括但不限于(a)基于任何通知的结果以及向政府或行业组织的信息，及(b)任何物品的所有者、买方、下游购买人或其他人在您提交或交付物品时未向GIA披露该物品为易分解、实验室合成或经过处理时，就该物品提出的主张；
- (v) Damages arising out of Section 6.6 (Failure to Retrieve Articles),  
因第6.6条（未取回物品）产生的损害，
- (vi) Competing Claims, including without limitation (a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, court orders or directives, and GIA's return, holding or other disposition of a Relevant Article that is the subject of a Competing Claim, (b) GIA commencing legal action by applying to a court for an order or direction as appropriate in the circumstances or return of a Relevant Article that is subject to Competing Claims as contemplated by Section 7 (Law Enforcement Requests and Competing Claims), and (c) reasonable attorneys' fees incurred by GIA whether or not a suit, action or claim is filed and whether or not GIA is named as a party to any such suit, action or claim;

对抗式主张，包括但不限于(a)GIA根据相关执法机构、法院命令或指令的要求采取的任何行动，及GIA退还、持有或以其他方式处置及对对抗式主张的相关物品，(b)GIA采取法律行动，在退还涉及第7条所述对抗式主张的相关物品情况下根据需向法院申请发布命令或指示，及(c)GIA发生的合理律师费，不论是否提起诉讼、起诉或索赔，亦不论GIA是否被列为该等诉讼、起诉或索赔的一方当事人；

- (vii) personal injury resulting from exposure to a radioactive Article submitted by you to GIA;  
因受到您提交给GIA的放射性物品的辐射造成人身伤害；
- (viii) an Article actually or allegedly infringes, violates or misappropriates any third party's intellectual property or proprietary right(s);  
实际或被指控侵犯、违反或不当使用第三方知识产权或专有权利的物品；
- (ix) any error in or omission from or in the Service Results, a Report, the issuance or use of Service Results or a Report, and/or an Inscription, including, without limitation any error in or omission from or in the Service Results or a Report caused by a GIA Indemnitee or others,  
服务结果、报告、服务结果或报告的出具或使用及/或刻码的任何错误或遗漏，包括但不限于GIA受偿方或其他人造成的服务结果或报告的错误或遗漏，
- (x) your deceptive or misleading actions or statements,  
您的欺骗性或误导性行动或陈述，
- (xi) any agreement or dispute you have with any customer of yours, and  
您与任何顾客之间的协议或争议，及
- (xii) acts of GIA that are permitted or authorized by this Agreement, including without limitation, the results of the notifications and the delivery of Articles to a governmental agency or trade organization under Section 5.10 (Rough and Partial Rough).  
本协议允许或授权的GIA的行为，包括但不限于第5.10条（毛坯和半毛坯钻石）下的通知结果及向政府机构或行业组织提交物品。

You further agree that if any of the foregoing items results in a third party claim, suit, action or proceeding against a GIA Indemnitee (collectively, "Claims"), then you will (i) defend the GIA Indemnitees in connection with the Claim with counsel selected by GIA and (ii) pay the Damages awarded to or the settlement amount paid to the third party bringing the Claim. For clarity, paying that award of Damages or settlement amounts is in addition to indemnifying and holding harmless the GIA Indemnitees against the Damages suffered by or incurred by the GIA Indemnitees.

您进一步同意，如果上述任何项目导致第三针对GIA受偿方提出索赔、起诉、诉讼或法律程序（统称“权利主张”），您将 (i)与GIA选定的律师共同就权利主张为GIA受偿方进行辩护，及(ii)向提出权利主张的第三方支付所裁决的损害赔偿或和解款项。为明确起见，支付裁决的损害赔偿或和解款项是向就GIA受偿方遭受或发生的损害向GIA做出赔偿的补充形式。

This Section 11 (Indemnity by You) will survive the termination of this Agreement.

第11条（客户赔偿）在本协议终止后继续有效。

## 12. No Warranties by GIA.

GIA不提供保证

**12.1** You acknowledge and agree that GIA makes no representation or warranty whatsoever regarding any Article, the Services, Service Results, Reports, Report Check, the ability to access a Report via Report Check, the information included in or excluded from Service Results or a Report, any GIA Inscription or any other pre-existing inscription or markings on an Article.

您确认并同意，GIA未就任何物品、服务、服务结果、报告、报告查阅平台、通过报告查阅平台取得报告的能力、服务结果或报告中包括或排除的信息、物品上的GIA刻码或其他既有刻码或标记做出任何声明或保证。

**12.2** GIA SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT AND ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE OF USAGE OF TRADE.

GIA明确放弃任何明示和默示的保证，包括但不限于对适于特定用途、适销性和不侵权的默示保证，以及在履约过程或交易惯例产生的任何保证。

**12.3** YOU AGREE THAT (A) NO INFORMATION INCLUDED ON GIA'S WEBSITE OR IN GIA'S INFORMATIONAL OR PROMOTIONAL MATERIALS OR COMMUNICATED VERBALLY BY GIA SHALL BE DEEMED A REPRESENTATION OR WARRANTY BY GIA AND (B) YOU HAVE NOT RELIED ON THAT INFORMATION.

您同意(a)GIA网站上的任何信息、GIA信息性或促销性材料中的任何信息，或GIA口头传达的任何信息均不得视为GIA所作的任何声明或保证，及(b)您未依赖该信息行事。

**12.4** THE DISCLAIMERS SET FORTH IN THIS SECTION 12 (NO WARRANTIES BY GIA) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. You acknowledge and agree that you have not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

第12条（GIA不提供保证）所规定的的免责应在适用法律允许的最大范围内予以适用。您确认并同意您未依赖任何人或实体的任何保证或陈述签订本协议。

## 13. Limitations on GIA's Liability; Insurance.

GIA责任限制；保险

**13.1 Insurance.** GIA shall maintain (or cause to be maintained on its behalf) a standard form jewelers block insurance policy (or substantially similar insurance that is available in the jurisdiction where GIA operates) to insure an Article against loss or damage while in GIA's possession. You agree that the liability of GIA and its employees and agents for any loss of, mis-delivery of, or damage to an Article, even if caused by or resulting from the negligence or other fault of GIA or any of its employees or agents, shall be limited to the amount paid to GIA by its insurance carrier and subsequently paid by GIA to you, if any. In any event, GIA and its employees and agents shall not be personally liable for any such loss of, mis-delivery of, or damage to any Article, even if this limited remedy fails in its essential purpose. This Section 13.1 shall not operate in a way that limits GIA's liability for GIA's acts or omissions for which liability may not be limited under applicable law.

保险。GIA应当持有（或促使代其持有）标准格式的珠宝综合保险单（或在GIA经营所在的司法管辖区可购得的实质性近似的保险），以就物品在GIA占有时发生灭失或损坏提供保险。您同意，GIA及其雇员和代理人对于物品的任何灭失、交付错误或损坏所承担的责任——即使是由GIA或其任何雇员或代理人的过失或其他过错造成或导致——应仅限于在该等保单项下针对上述情况由GIA的保险公司支付给GIA，并随后由GIA支付给客户的金额（若有）。在任何情况下，对于该物品的该等灭失、交付错误或损坏，GIA及其雇员或代理人均不承担任何个人责任，即使本项有限救济措施不能实现其实际目的。本13.1条不以任何方式限制GIA就其作为或不作为承担根据适用法律不得予以限制的责任。

**13.2 Value of Articles.** For purposes of this Agreement, the value of Articles that are lost or damaged while in GIA's possession will be the greater of the actual cash value or GIA's obligations under statute, under civil law, under regulatory rules, or following the findings of any alternative dispute resolution binding on GIA's insurer to pay civil compensation or damages. In the event that GIA loses or damages an Article, you agree to provide complete and accurate documentation and receipts to GIA with respect to the actual cash value of the Article. You acknowledge and agree that notwithstanding anything to the contrary, the actual value of an Article may be less than the amount of insurance purchased by you to cover loss or damage during transit to or from GIA, including without limitation because the Article is unstable, laboratory grown, treated, or otherwise not the type of Article you believed the Article to be.

物品价值。本协议中，在GIA占有时发生灭失或损坏的物品的价值为以下金额较高者：实际现金价值，或GIA在法规、民法、监管条例下所承担义务，或对GIA保险公司具有约束力的要求支付民事赔偿或损害赔偿的其他争议解决的调查结果。如果GIA丢失或损坏物品，您同意向GIA提供关于该物品实际现金价值的完整和准确的文件和收据。您确认并同意，即便有相反的规定，物品的实际价值可能会低于您针对在向GIA发送物品或GIA向您发送物品途中发生灭失或损坏所购买的保险金额，原因包括但不限于因物品易分解、为实验室合成的、经过处理的或不是您认为的类型的物品。

**13.3 No Liability for Fragile Articles and Related Issues.** GIA will not have any liability to you for damage to Articles in GIA's possession that have inherent or pre-existing characteristics (or vices) that alter or extend during normal processing. This includes without limitation Articles without culets and/or with pointed corners. GIA will notify you if damage occurs to an Article or an inherent or pre-existing characteristics have altered, and are recognized while the Article is in GIA's possession as a result of any of the foregoing.

对易碎物品及相关事项不承担责任。对GIA占有的具有通常在加工过程中发生改变或延伸的内在或既有特征（缺点）物品的损坏，GIA不对您承担任何责任。这些特征包括但不限于缺少多角形钻石（或宝石）的底面及/或具有尖角的物品。如物品发生损坏，或内在或既有特征改变并因上述原因在GIA占有期间发现此等改变，GIA将通知您。

**13.4 Liability for Errors in Reports, Infringement, or Radioactive Articles.** GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR (i) ANY LIABILITY, CLAIM, SUIT, ACTION, OR DEMAND FOR PERSONAL INJURY RESULTING FROM EXPOSURE TO A RADIOACTIVE ARTICLE SUBMITTED TO GIA, EVEN IF THE LOSS, DAMAGE, LIABILITY, OR EXPENSE RELATED THERETO WAS CAUSED BY OR RESULTED FROM THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS; (ii) ANY THIRD PARTY CLAIM, SUIT, ACTION, OR DEMAND ALLEGING THAT AN ARTICLE INFRINGES A THIRD PARTY'S PATENT(S), COPYRIGHT(S), TRADEMARK(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S); OR (iii) ANY ERROR IN OR OMISSION FROM OR IN A REPORT OR ANY SERVICE RESULTS, THE AVAILABILITY, ABILITY TO ACCESS, OR USE OF A REPORT, AND/OR AN INSCRIPTION, INCLUDING, WITHOUT LIMITATION ANY ERROR IN OR OMISSION FROM OR IN ANY SERVICE RESULTS OR A REPORT CAUSED BY GIA, ITS EMPLOYEES OR AGENTS, OR OTHERS. THIS SECTION 13.4 SHALL NOT OPERATE IN A WAY THAT LIMITS GIA'S LIABILITY FOR GIA'S ACTS OR OMISSIONS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

报告错误、侵权或辐射物品责任。GIA及其雇员和代理人对以下各项不承担责任：(1)因受提交给GIA的辐射物品辐射造成的人身伤害的责任、索赔、起诉、诉讼或要求，即使相关的损失、损坏、责任或费用由GIA或其雇员或代理人的疏忽或其他过失导致，(ii)指控物品侵犯第三方专利、版权、商标或其他知识产权的第三方案赔、起诉、诉讼或要求，或(iii)报告或任何服务结果中的错误或疏漏，无法提供、取得或使用报告和/或刻码，包括但不限于由GIA、其雇员或代理人或其他人造成的任何服务结果或报告的错误或疏漏。本13.4条不以任何方式限制GIA就其作为或不作为承担根据适用法律不得予以限制的责任。

**13.5 Limitations of Liability.** YOU AGREE THAT GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO OR ARISING UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES, SERVICE RESULTS OR A REPORT, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EXCEPT FOR GIA'S OBLIGATION TO PAY YOU THE INSURANCE PROCEEDS REFERENCED ABOVE, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF GIA EXCEED THE PRICE OF THE SERVICES PROVIDED BY GIA UNDER THIS AGREEMENT TO YOU FOR WHICH LIABILITY ARISES.

责任限制。您同意，GIA及其雇员和代理人不对任何利润损失、间接的、后果性的、偶然的、惩戒性的、惩罚性的、法定的或特殊的损害承担责任，包括但不限于因本协议、服务、服务结果或报告产生的或与之相关的损失，即使已获知该等损失发生的可能性。除上文所述的GIA向客户支付保险赔款的义务以外，在任何情况下，GIA承担的总计累积责任均不得超过GIA根据本协议向您提供服务的价格。

**13.6 Application.** The disclaimers and limitations on liability in this Agreement, including without limitation the disclaimers and limitations in this Section 13 (Limitations on GIA's Liability; Insurance) (i) shall apply to any claims and causes of action, under any theory of liability, whether in contract, tort (including without limitation negligence), indemnity, or otherwise; and (ii) shall be deemed to apply notwithstanding the failure of the essential purpose of any limited remedy set forth in this Agreement.

适用性。本协议对责任的豁免和限制，包括但不限于第13条（GIA责任限制；保险）所述豁免和限制(i)应适用于任何责任理论项下的任何及所有主张和诉因，无论是合同责任、侵权责任（包括过失）、赔偿责任或其它责任；及(ii)应视为在法律允许的最大范围内予以适用，且不考虑本协议中规定的任何有限救济措施未能实现其实际目的的情况。

**13.7 No Indemnity by GIA.** You agree that GIA is not obligated to defend, indemnify, or hold you harmless in connection with any third party claims, suits, or actions brought against you, including without limitation claims brought by any Article owner, purchaser, or downstream purchaser.

GIA不赔偿。您同意，对于针对您提起的任何第三方主张、诉讼或起诉，包括但不限于由物品所有者、购买者或下游买家提出的索赔，GIA对您不承担辩护、赔偿或使您不受损害的义务。

**13.8 Basis of the Bargain.** The parties have fully considered the foregoing allocation of risk and the remedies set forth in this Agreement and find that allocation and those remedies to be reasonable, and agree that the foregoing limitation and the other limitations in this Agreement are an essential basis of the bargain between the parties.

交易基础。双方已全面考虑了上述风险分配和本协议中规定的各项救济措施，认为该分配和救济措施是合理的，并同意上述限制和本协议规定的其它限制是双方间交易的实质基础。

This Section 13 shall not operate in a way that limits GIA's liability for GIA's acts or omissions for which liability may not be limited under applicable law. This Section 13 (Limitations on GIA's Liability; Insurance) will survive the termination of this Agreement.

本第13条不以任何方式限制GIA就其作为或不作为承担根据适用法律不得予以限制的责任。第13条（GIA责任限制；保险）在本协议终止后继续有效。

**14. No Licenses.** The provision of the Services by GIA does not convey any license, expressly or by implication, estoppel or otherwise, under any GIA patent, copyright, trademark, or other intellectual property right. GIA expressly reserves all its intellectual property rights. You agree not to misuse, in the judgment of GIA, any trade name, trademark, or service mark of GIA or the Gemological Institute of America. Although GIA is not hereby authorizing or licensing any use of any trade name, trademark, or service mark, GIA shall not consider misuse to include "fair use" in advertising, e.g., stating that you sell gems that have been graded by GIA and that the Reports for such gems describe the gems' characteristics, so long as that advertising is not deceptive, misleading, does not violate any applicable law, and does not violate the terms and conditions of GIA's then-current Usage Guidelines as set forth on GIA's website at <https://www.gia.edu/Copyrights-Trademarks#using> and those Usage Guidelines are incorporated into these Terms and Conditions by this reference. Misuse includes, without limitation, advertising, publicity, or promotion which implies, in any way, that you, your gems, products, or services are sold, sponsored, endorsed, or approved by GIA, or which expresses or implies that a GIA Report or any Service Result is anything other than an independent description of certain characteristics of a specific Article. You hereby acknowledge and agree that you have (i) been provided a copy of or access to the Usage Guidelines, (ii) read and understand the Usage Guidelines, and (iii) agree to be bound by the Usage Guidelines.

无许可。GIA提供服务的行为，并不转让GIA的专利、著作权、商标或其它知识产权项下的任何许可，无论是明示还是默示，无论是禁止反言还是其它。GIA明示保留其所有知识产权。您同意保证不滥用（是否为滥用以GIA的判断来决定）GIA或美国宝石学院的任何商号、商标或服务标志。虽然GIA并未在此授权或许可使用任何商号、商标或服务标志，但GIA将不会视广告中的“正常使用”为滥用，例如说明您销售的是经过GIA评级的宝石，您销售的宝石带有说明宝石特征的GIA报告，只要此等广告不具有欺骗性、误导性且不违反GIA届时发行的使用指南的条款和条件（如GIA网站<https://www.gia.edu/Copyrights-Trademarks#using>所述），该使用指南因此提及而成为该等

条款和条件的一部分。滥用包括但不限于下述广告、宣传或促销活动：该广告、宣传或促销活动以任何方式暗示您、您的珠宝、产品或服务结果，由GIA负责销售、赞助或批准，或该活动明示或暗示 GIA报告或任何服务结果并非是对特定物品某些特征的独立说明。您确认并同意您(i)已获得使用指南副本或可查阅服务指南，(ii)已阅读和理解使用指南，及(iii)同意受使用指南约束。

15. **GIA's Mission and Licenses.** You understand that GIA's mission is to ensure the public trust in gems and jewelry worldwide through, among other things, gemological services and research. Therefore, you agree that GIA may (i) include the results of the Services in its research database, (ii) use those results for research and other purposes related to GIA's mission, and (iii) photograph Articles and use those photographs for GIA's purposes related to GIA's mission. You hereby waive any intellectual property claims, suits, or actions, if any, you may have against GIA in the results of the Services or those photographs. Except as otherwise permitted in this Agreement, if GIA publishes any information relating to you, then GIA will only do so in a manner that does not identify you, unless you specifically agree otherwise, including without limitation Section 5.8 (Treated Articles; Breaches of Ethics). This Section 15 shall survive the termination of this Agreement.

GIA宗旨和许可。您理解并同意，GIA的宗旨是通过宝石学方面的各项服务和研究等方法，确保全世界范围内宝石和珠宝的公众信任。因此，您同意，GIA可以(i)将服务结果纳入其研究数据库，(ii)将这些结果用于与GIA宗旨相关的研究和其它目的，及(iii)拍摄物品照片，并将这些照片用于与GIA宗旨相关的GIA的各种用途。您特此放弃您在服务结果或该等照片当中可能享有的针对GIA的任何知识产权主张、诉讼或起诉(如有)。除非本协议另行允许，如果GIA公开与您相关的任何信息，GIA将以不指明您身份的方式公开信息，除非您另外特别同意，包括但不限于第5.8条(经处理物品；违反道德)。第15条在本协议终止后继续有效。

16. **Business Ethics.** You agree that you have reviewed the GIA Client Code of Conduct (the "Code") that currently applies to all GIA clients, which is posted on GIA's website at <https://www.gia.edu/doc/client-code-of-conduct.pdf>. GIA may revise the Code and will post updates to the Code to GIA's website at <https://www.gia.edu/doc/client-code-of-conduct.pdf>. In all transactions with GIA and in all interactions with GIA personnel, you agree to comply fully with all provisions of the then-current version of the Code as in effect from time to time and to conduct business in accordance with the values enunciated therein. The Code is incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to the Code, (ii) read and understand the Code, and (iii) agree to be bound by the Code.

商业道德。您同意，您已经审查了GIA网站上公布的当前适用于GIA所有客户的《客户行为规范》("规范") (详见GIA网站<https://www.gia.edu/doc/client-code-of-conduct.pdf>)。GIA可以修订规范并在GIA网站上公布规范的更新版。您同意，在与GIA的所有交易及与GIA人员的所有交往中，全面遵守不时生效的最新版《规范》的所有规定，并按照《规范》中阐明的各种价值观念开展业务。《规范》因此提及视为本条款和条件的一部分。您特此确认并同意，您已经(i)获得《规范》的副本或可取得《规范》，(ii)阅读和理解《规范》，并(iii)同意接受《规范》的约束。

17. **Statute of Limitations.** To the extent permitted by applicable law, notwithstanding any longer statute of limitations period provided under applicable law, no cause of action, claim, or suit relating to this Agreement, an Article or any Service or the relationship of the parties under this Agreement, whether sounding in contract, tort, or otherwise, may be brought or commenced more than twelve (12) months after the date the action, claim, or suit accrued. The foregoing shall not apply if applicable law precludes the shortening of the applicable statute of limitations period as described above.

法定时效。尽管适用法律规定了任何更长的法定时效，在适用法律允许的范围内，与本协议、物品或任何服务或本协议项下双方关系相关的所有诉因、主张或起诉，无论是基于合同、侵权或其它理由，均不得在该诉讼、主张或起诉的理由发生之日后超出十二(12)个月提起或提出。如果适用的法律禁止缩短上述的适用法定时效，则上述规定并不适用。

18. **Attorneys' Fees.** Should GIA retain attorneys to (i) recover any amounts due under this Agreement, whether or not a suit, claim or action is filed, or (ii) represent GIA in connection with any legal proceeding involving an Article, Report or the Services and whether or not GIA is a party to that proceeding and you are a party to the proceeding, then you agree to pay GIA, in addition to any other amounts due, GIA's reasonable attorneys' fees, costs, and other expenses incurred by GIA.

律师费。如果GIA聘请律师(i)追讨本协议项下应付的任何款项(无论是否提起诉讼)，或(ii)在涉及某物品、报告或服务的任何法律诉讼中代表GIA，而无论GIA是否该诉讼当事人但您为当事人，则您同意除其它到期应付款项外，还向GIA支付GIA因此发生的律师费、成本及其它开支。

19. **Reports and Invoice Terms; and Purchase Orders.** You agree that the terms and conditions included in any Receipt issued by GIA to you and in GIA's invoice/packing slip for Services are incorporated into this Agreement by this reference. The terms in this Agreement supersede any inconsistent terms in any Receipt, invoice, packing slip or any Report. Any inconsistent or additional terms included in your purchase order(s) or other document(s) shall be of no force or effect unless expressly assented to in a writing signed by an authorized representative of GIA.

报告和账单条款及采购订单。您同意，GIA向您出具的任何服务收据中以及账单/装箱单中包含的各项条款和条件因此提及而被纳入本协议，成为本协议的一部分。本协议条款取代任何收据、账单、装箱单或任何报告中的任何不一致条款。您的采购订单或其它文件中所载明的任何不一致条款或追加条款均为无效，除非经GIA授权代表签署书面文件明确同意。

20. **Amendment; Waiver; Severability.** Except as expressly provided otherwise in these Terms and Conditions, this Agreement may be amended only by an amendment that is executed by the authorized representatives of both parties as provided in Section 25 of this Agreement. No provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless the waiver or consent is in a written amendment signed on behalf of the party against whom the waiver is asserted. No waiver of a breach of this Agreement will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any part of this Agreement or any part of a provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing without GIA's written consent. No representation, promise or condition not expressly provided in writing and signed by authorized representatives of you and GIA shall be binding on either party.

修订；弃权；可分割性。除非本条款和条件另有明确规定，本协议惟经双方授权代表按照本协议第25条的规定签署修订文件方可予以修订。任何一方不得被视为放弃本协议任何规定，亦不得被视为豁免任何违约行为，除非该弃权或同意采用书面形式，并经主张该弃权所针对的一方的代表予以签署。对本协议违约行为的弃权，不构成对任何一方发生的其它、不同或后续违约行为的同意、弃权或豁免。如果本协议任何部分被认定无效或不可强制执行，该部分应予以修订，以取得尽可能接近原有条款的同等经济效果，并且本协议其余部分应保持充分有效。未经GIA书面同意，本协议不得凭交易习惯或以前的惯常交易方式予以修改、补充、附以条件或解释。任何陈述、允诺或条件，除非以书面形式明示规定并经您和GIA的授权代表签署，否则对任何一方均无约束力。

21. **Term and Termination.** This Agreement is effective on the Effective Date and shall terminate on the date you enter into a subsequent Client Agreement or upon earlier termination pursuant to the terms in this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice, provided that this Agreement shall apply to any Services being provided as of the date of that notice and any Services requested after the date of that notice if the parties have not entered into a new Client Agreement. In addition, GIA may terminate this Agreement upon notice to you if you breach any provision of this Agreement and do not cure the breach within fourteen (14) days after receipt of the notice or such other reasonable cure period specified by GIA. Subject to the other terms and conditions in this Agreement, including without limitation, Sections 5.8 (Treated Articles; Breaches of Ethics), 5.9 (Irradiated Articles), 7 (Law Enforcement Requests and Competing Claims) of this Agreement, upon termination of this Agreement, GIA shall return to you any of your Articles in GIA's possession within a reasonable period of time. In GIA's sole discretion, GIA will determine whether to complete any Services requested by you or authorized by this Agreement on those Articles prior to returning the Articles to you. Your obligations to defend, indemnify and hold harmless the GIA Indemnitees as provided in this Agreement and your payment obligations for Services rendered under this Agreement, shall survive termination of this Agreement. In addition, the terms and conditions in this Agreement that are expressed to survive or which by their nature should survive the termination of this Agreement shall survive the termination of this Agreement. The parties acknowledge and agree that a court order shall not be required to give effect to any termination of this Agreement.

期限和终止。本协议于生效日生效，在您签订后续客户协议之日或根据本协议条款终止本协议之日终止。任何一方经提前三十(30)日

书面通知可终止本协议，但是本协议应适用于截至该通知之日正在提供的服务，如果双方未签订新的客户协议，应适用于该通知之日后要求提供的任何服务。此外，如果您违反本协议任何条款，并且在收到相关通知后十四（14）日内或GIA规定的其他合理补救期内未补救违约行为，GIA在通知您之后可以终止本协议。在不违反本协议的其他条款和条件的前提下，包括但不限于本协议第5.8条（经处理物品；违反道德）、第5.9条（辐射物品）、第7条（执法请求和对抗式主张），GIA在本协议终止后应在合理期限内向您退还GIA占有的您的任何物品。GIA可自行决定是否在您退还物品之前，就相关物品继续完成您要求提供的或本协议授权的任何服务。您在本协议下向GIA受偿方做出赔偿、为其提供抗辩和使其免受损害的义务，以及您就本协议下规定的为提供服务的付款义务在本协议终止后继续有效。此外，本协议中明确表示或者依其性质应当在本协议终止后继续有效的条款和条件在本协议终止后继续有效。双方确认并同意本协议的终止无需法院命令。

- 22. Governing Law.** The terms of this Section 22 (Governing Law) shall apply unless you deliver or ship Articles to GIA in Botswana, Japan, South Africa or Thailand, or any GIA LabDirect Program Participant located in any of those countries, or to GIA Belgium and you are a consumer, (each, a "**Specified Country**"), in which case the governing law provisions in the applicable country specific Exhibit to this Agreement shall apply to the exclusion of this Section 22 (Governing Law). You agree that this Agreement, any Dispute (as defined below) arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the United States of America and the State of California, USA, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement. This Section shall survive the termination of this Agreement.

管辖法律。除非您向博茨瓦纳、日本、南非或泰国（每个国家均为一个“指定国家”）的GIA、位于上述任何国家的GIA实验室参加者或者GIA比利时公司交付或发运物品，并且您是消费者，在此情况下适用本协议有关国家的特定附件中的管辖法律条款，否则适用第22条（管辖法律）规定。您同意，本协议、因本协议产生的或与之有关的任何争议（定义如下）（不论基于合同、侵权或其他）以及本协议的效力、履行和解释在所有方面受美利坚合众国法律和加利福尼亚州法律的管辖并按美利坚合众国法律和加利福尼亚州法律解释，而不适用其法律冲突原则。双方同意，本协议明确排除适用1980年《联合国国际货物销售合同公约》。本条款在本协议终止后继续有效。

- 23. English Language.** This Agreement is prepared in the English language and the English language version of this Agreement shall control over any translation of this Agreement into any other language. All proceedings related to this Agreement shall be conducted in the English language.

英文文本。本协议以英文编写和签署，而且英文文本的效力应优于本协议任何其它语言译本。与本协议相关的所有法律程序均应以英文进行。

- 24. Dispute Resolution and Arbitration/Class Action Waiver Provision.** The terms of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) shall apply unless you deliver or ship Articles to GIA in one of the Specified Countries or any GIA LabDirect Program Participant located in a Specified Country, in which case the alternative dispute resolution terms as provided in the applicable country specific Exhibit to this Agreement shall apply to the exclusion of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

争议解决和仲裁/放弃集体诉讼权。除非您向指定国家的GIA或位于指定国家的GIA实验室项目参与者交付或发运物品，在此情况下适用本协议有关国家的特定附件中的争议解决条款，否则适用第24条（争议解决和仲裁/放弃集体诉讼权）规定。

You agree that, except as expressly provided below in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be resolved by binding arbitration as provided in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision). The parties acknowledge that, except with respect to GIA's rights regarding Special Disputes (as defined below), they are waiving their right to bring claims and seek remedies in court, including the right to a jury trial, and that their disputes will be resolved by arbitrators, not a court.

您同意，除非本第24条（争议解决和仲裁/放弃集体诉讼权）另有明确规定，因本协议产生的或与之有关的一切争议、起诉、诉讼和索赔（“争议”）应通过本第24条（争议解决和仲裁/放弃集体诉讼权）规定的具有约束力的仲裁解决。双方确认，除非涉及GIA在特别争议（定义如下）方面的权利，双方放弃向法院提出索赔并寻求救济的权利，包括但不限于要求陪审团审理的权利，双方的争议将由仲裁而非法院解决。

- 24.1 Conduct of the Arbitration.** Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the law specified in Section 22 (Governing Law). Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights (collectively, the "**Special Disputes**").

开展仲裁。本协议项下要求进行的仲裁应由三（3）名仲裁员组成仲裁庭审理并作出裁决。双方各有权指定一（1）名仲裁员。两名被选定的仲裁员应共同选定仲裁庭的第三名仲裁员。本协议项下提交仲裁的所有争议均受第22条所述管辖法律的管辖。本协议不要求GIA将如下争议提交仲裁(i)本协议下对GIA的欠款或(ii)侵犯或不当使用GIA的知识产权（统称“特别争议”）。

- 24.2** If you are located within the United States, the then-applicable American Arbitration Association ("**AAA**") Commercial Arbitration Rules (the "**US Rules**") shall apply to any arbitration under this Agreement, and if you are located outside the United States, the then-applicable United Nations Commission on International Trade Law ("**UNCITRAL**") Arbitration Rules ("**International Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) vary from the applicable US Rules or International Rules. In the case of the International Rules, the appointing authority shall be the AAA and the case shall be administered by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." In the case of the US Rules, the arbitration shall be conducted and administered by the AAA. If the AAA refuses or declines to be the appointing authority or to conduct or administer an arbitration for any reason, then JAMS will be the appointing authority and JAMS will conduct and administer that arbitration. In such event, the then applicable JAMS Comprehensive Arbitration Rules & Procedures shall apply to that arbitration and shall be the US Rules for that arbitration for purposes of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision). Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of the award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to a court of competent jurisdiction for confirmation, and the court shall enter forthwith an order confirming the decision or award.

如果您位于美国境内，本协议下的任何仲裁适用届时有效的美国仲裁协会商业仲裁规则（“美国规则”）。如果您位于美国境外，本协议下的任何仲裁适用届时有效的联合国国际贸易法委员会仲裁规则（“国际规则”），但不同于本第24条（争议解决和仲裁/放弃集体诉讼权）的规定除外。如适用国际规则，指定机构为美国仲裁委员会，案件应当由美国仲裁委员会按照其《联合国国际贸易法委员会仲裁规则项下案件程序》进行仲裁。如果适用美国规则，仲裁由美国仲裁协会实施和管理。若因任何原因美国仲裁协会拒绝或谢绝作为指定机构或实施或管理仲裁，则由美国司法仲裁调解服务有限公司作为指定机构并实施和管理仲裁。在此情况下，仲裁适用届时有效的美国司法仲裁调解服务有限公司综合仲裁规则和程序，就本第24条（争议解决和仲裁/放弃集体诉讼权）的目的而言，其为适用于该仲裁的美国规则。仲裁庭的裁决应经多数票作出。仲裁庭不可裁定为本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可裁定与上述管辖法律相一致的禁令、实际履行或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。除非双方另行书面同意，仲裁庭应迅速作出裁决（任何情况

下均不得晚于庭审结束后三十 (30) 个日历日)。除非双方另行书面同意, 仲裁庭的决定和裁决应载明理由, 说明作出决定的依据, 并应采用书面形式。裁决未在上述期限内作出不影响该裁决的效力。与仲裁相关所作的决定或裁决为终局, 且对仲裁双方均有约束力。胜诉方可将决定或裁决提交任何有管辖权的法院确认, 该法院应立即发出确认该决定或裁决的命令。

The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement, whether resolved by arbitration or in a court specified above. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and/or a defendant as against a plaintiff who does not recover any relief against the defendant.

仲裁裁决应按照与一方对另一方胜诉程度相对应的方式, 在双方之间分摊仲裁员费用和仲裁费用。无论通过仲裁还是在上文规定的法院解决争议, 胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人, 以及申请人未能从被申请人获得补偿情况下的被申请人。

The seat or legal place of the arbitration shall be in New York, New York, United States of America. However, any arbitration proceedings can be physically conducted in either San Diego, California, United States of America or in New York, New York, United States of America. If GIA files for arbitration in one of the foregoing cities, you may elect to have the arbitration moved to the other city in your discretion, provided that you make the election in writing within thirty (30) days after the filing of the arbitration by GIA. If you do not make the election within that period, the election is waived.

仲裁应当在美利坚合众国纽约州纽约市进行, 但仲裁程序实际上可以在美国加利福尼亚州圣迭戈市或纽约州纽约市举行。如果GIA在上述其中一个城市提出仲裁, 您可自行决定将仲裁转到另一城市进行, 但需在在GIA提交仲裁申请后三十 (30) 日内做出书面决定。如果您未在该期限内作出决定, 视为放弃选择。

The parties shall be entitled to discovery as provided in the applicable US Rules or International Rules or as otherwise provided by the appointing authority. All arbitration proceedings shall be in English and the decision and award and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) and any awards or decisions resulting therefrom are confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with an arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping those materials and testimony confidential. If the parties are unable to agree upon those terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration.

双方均有权进行美国规则或国际规则或指定机构另行规定的证据披露。所有仲裁程序应以英文进行, 仲裁决定、仲裁裁决和仲裁誓写记录应以英文编制。按照本第24条 (争议解决和仲裁/放弃集体诉讼权) 进行的所有仲裁程序及由此做出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方诚信认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密, 双方应进行善意磋商, 以就这些材料和证词的保密条款和条件达成协议。如果双方不能就这些条款达成协议, 仲裁员有权施加适当限制, 对仲裁相关的任何保密信息或商业秘密进行保密。

If a Special Dispute is submitted to arbitration under this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), the arbitration of a Special Dispute shall not prohibit either party from also seeking injunctive or other equitable relief from one or more of the courts with jurisdiction as provided in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), or in the case of GIA seeking an injunctive or other equitable relief, one or more courts with jurisdiction over you.

如果特别争议按本第24条 (争议解决和仲裁/放弃集体诉讼权) 的规定提交仲裁, 该特别争议的仲裁不禁止任何一方就本第24条 (争议解决和仲裁/放弃集体诉讼权) 规定的有管辖权的一个或多个法院寻求禁令救济或其他衡平救济。若GIA寻求禁令救济或其他衡平救济, 可向一个或多个对您有管辖权的法院寻求该等救济。

**24.3 Class Action Waiver.** You agree not to participate as a representative or member of any class of claimants proceeding against GIA in a judicial forum or an arbitral forum, including a class action, representative action, consolidated action or private attorney general action. The arbitrators may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims unless both you and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party.

放弃集体诉讼权。您同意不作为集体代表或成员参加针对GIA在法院或仲裁庭提起的集体法律程序, 包括但不限于集体诉讼、代表诉讼、合并诉讼或私人律师代表全面诉讼。仲裁员不应合并多人或多个实体的诉求, 亦不应负责审理任何形式的集体或代表诉讼或诉求, 除非您和GIA在仲裁启动后由双方授权代表签署书面文件同意这么做。

**24.4 Class Action Waiver Opt-Out; Small Claims Court.** Notwithstanding the other terms in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), if you are located in the United States, then you or GIA may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute may be and is initiated in small claims court in the United States; or (b) **YOU OPT-OUT OF THE ARBITRATION PROCEDURES IN THIS SECTION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST EXECUTE THIS AGREEMENT** (the "Opt-Out Deadline"). If you are located in the United States, you may opt out of the arbitration terms in this Section by mailing written notification to GIA, Legal Department, 5345 Armada Drive, Carlsbad, California 92008. Your written notification must include (1) your name and your GIA client number, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with GIA through arbitration. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with GIA. Any opt-out request received after the Opt-Out Deadline is not valid and you must pursue your Dispute(s) in arbitration or small claims court as described in this Section. For the avoidance of doubt, only if you are located in the United States may you choose to opt out of the arbitration terms in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

退出集体诉讼; 小额索赔法院。尽管有本第24条 (争议解决和仲裁/放弃集体诉讼权) 的其他条款规定, 如果您位于美国境内, (a)向美国的小额索赔法院提交争议, 或(b)您在首次签署本协议的三十 (30) 日内 ("退出期") 选择退出本条下的仲裁程序, 您或GIA可以选择在法院而非通过仲裁解决争议。如果您位于美国境内, 您可向位于5345 Armada Drive, Carlsbad, California 92008的GIA法务部寄送书面通知选择退出仲裁条款。您在书面通知中必须列明(1)您的姓名和客户号, (2)您的地址以及 (3)明确表示您不希望通过仲裁解决与GIA的争议。您决定退出仲裁条款对您与GIA的关系不会有负面影响。在退出期后收到的退出要求无效, 您必须继续通过仲裁或按本条所述小额索赔法院解决争议。为避免疑义, 只有当您位于美国境内方可选择退出本第24条 (争议解决和仲裁/放弃集体诉讼权) 的仲裁条款。

If you are located in the United States and have elected to pursue Disputes in court by opting out of the arbitration terms in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), then you hereby consent and submit to the personal jurisdiction and venue of the United States federal courts located in New York, New York and San Diego, California, United States of America, for all Disputes and, if those federal courts do not have jurisdiction over you or the Dispute, then the state courts located in New York, New York and San Diego, California, United States of America. The jurisdiction of those courts shall be exclusive, provided that either party may seek injunctive relief or other equitable relief in a court of competent jurisdiction.

如果您位于美国境内并选择退出本第24条 (争议解决和仲裁/放弃集体诉讼权) 的仲裁条款而通过法院解决争议, 您特此同意并接受美国纽约州纽约市和加利福尼亚州圣迭戈市美国联邦法院作为审理地并对所有争议享有属人管辖权。如果这些联邦法院对您或争议无管辖权, 则同意和接受美国纽约州纽约市和加利福尼亚州圣迭戈市州法院作为审理地并享有管辖权。这些法院的管辖权是排他性的, 但双方可以向有管辖权的法院寻求禁令救济或其他衡平救济。

**24.5 Jury Trial Waiver.** If you elect to pursue Disputes in court by opting out of arbitration in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), then, to the extent jury trials are permitted under applicable law, each party hereby waives, to the maximum extent permitted by applicable law, its right to a jury trial for any cause of action, claim, or suit arising out of or related to this Agreement. You or GIA may file a copy of this Agreement with the court as evidence of written consent to waive the right to jury trial.

放弃陪审团审理。如果您选择退出第24条(争议解决和仲裁/放弃集体诉讼权)所述仲裁而通过法院解决争议,若适用法律允许陪审团审理,各方特此在适用法律允许的最大范围内,放弃要求陪审团审理因本协议产生的或与之有关的任何诉因、索赔或诉讼。您或GIA可以向法院提交本协议副本,作为书面同意放弃陪审团审理权利的证明。

This Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) shall survive the termination of this Agreement.

第24条(争议解决和仲裁/放弃集体诉讼权)在本协议终止后继续有效。

- 25. Entire Agreement; Facsimile/PDF Signatures.** This Agreement supersedes all previous and contemporaneous agreements, representations, discussion, and understandings between you and GIA regarding the matters described in this Agreement, including without limitation any inconsistent or contrary terms or conditions in the terms of use for the GIA Client Portal or any GIA website. This Agreement, any form or document required or permitted by this Agreement, any amendment to this Agreement, or any signature page for any of the foregoing, may each be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and are executed electronically. Each counterpart of such document, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same document. A manually or electronically executed counterpart of this Agreement, any form or document required or permitted by this Agreement, any amendment to this Agreement, or any signature page for any of the foregoing, may be delivered by any means, including without limitation by electronic means, via website or portal, or by facsimile, telecopy or other electronic imaging. Any counterpart may be converted from paper to electronic form, or from electronic form to paper, at the discretion of the party receiving such counterpart, and such converted counterpart shall be deemed an original. GIA Policies and Terms of Use may be incorporated into any of the foregoing documents by reference and may be made available via a website or online portal or delivered to you in hard copy. This Agreement shall be deemed drafted by both parties and any interpretation of this Agreement or any terms thereof will not be interpreted against one party as the drafting party.

完整协议;传真/PDF签字。本协议取代您与GIA之间有关本协议所述事项的所有先前的和现有的协议、声明、商讨和谅解,包括但不限于用于GIA客户端或GIA网站的任何不一致或相反的条款或条件。本协议、本协议要求或允许提供的任何表格或文件、本协议的任何修订本或前述各项的签字页,可视必要或方便签署任何数量的副本,既包括在纸面上签署文件副本,也包括其为电子记录和以电子方式签署的文件副本。该文件经签署的每一份副本均视为原件,所有副本共同构成同一份文件。本协议纸面签署或电子方式签署的副本、本协议要求或允许提供的任何表格或文件、本协议的任何修订本或前述各项的签字页,可通过任何方式(包括但不限于电子方式、通过网站或门户网站、传真、电传或其他电子成像技术)提交。根据副本接收一方的选择可将任何副本从纸版转为电子版或从电子版转为纸版,转换后的副本视为原件。GIA政策和使用条款可能作为前述任何文件的一部分并可能通过网站或在线门户网站提供,或向您提供纸质版。本协议视为由双方共同起草,不得因一方起草本协议而对协议内容做出不利于该方的解释。

- 26. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when actually delivered; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the address set forth on the first page of this Agreement for GIA, and to your then-current address on file with GIA, or at any other address as the party may designate by reasonable advance written notice to the other party hereto.

通知。本协议要求和允许发出的任何通知应采用书面形式,并以下列方式交付,遵照下文规定视为通知送达:(i)专人递送,于实际送交时视为送达;(ii)隔夜快递,于书面确认收到时视为送达;或(iii)带回执的保证邮件或挂号邮件邮递,于确认收到时视为送达。通知应发至本协议首页载明的GIA地址、您提交给GIA备案的届时现行地址或经一方合理提前书面通知另一方的其它地址。

- 27. Assignment; Successors.** You may not assign this Agreement to any third party without the prior written consent of GIA. To the extent permitted by applicable law, GIA may assign this Agreement, including without limitation to its affiliates. This Agreement shall bind and inure to the benefit of the successors and assigns of GIA.

转让;继任者。未经GIA事先书面同意,您不得向任何第三方转让本协议。在适用法律允许范围内,GIA可以转让(包括但不限于向其关联方转让)本协议。本协议符合GIA继任者和受让人的利益并对其继任者和受让人具有约束力。

- 28. Force Majeure.** GIA shall not be liable for non-performance or delays, under any circumstances, which occur due to any causes beyond its reasonable control, including without limitation, flood, fire, strikes, earthquake, other weather related events, acts of terrorism or government actions.

不可抗力。在任何情况下,对因其无法合理控制的原因,包括但不限于水灾、火灾、罢工、地震、其他天气相关事件、恐怖主义行为或政府行为造成的不履行或迟延,GIA不承担任何责任。

- 29. No Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer on any person or entity other than you, GIA and the GIA Affiliated Laboratories any rights (including third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement.

无受益人。本协议不明示或默示有意或应当向除您、GIA和GIA附属实验室以外的任何人或实体转授本协议下或基于本协议的任何权利(包括第三方受益权)、救济、义务或责任。

[End of Client Agreement Terms and Conditions]

[客户协议条款和条件全文终结]



**Exhibit – Belgium  
for Consumers in Belgium**

**比利时附件 ( 适用比利时消费者 )**

- 1. Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Belgium, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

管辖法律。因本协议 ( 无论是否基于合同、侵权或其他 ) 以及本协议的效力、履行和解释产生的或与之有关的任何争议受比利时法律管辖并据其解释, 排除法律冲突原则的适用。双方同意, 本协议明确排除适用1980年《联合国国际货物销售合同公约》。

- 2. Forum Selection; Arbitration.**

法院选择; 仲裁。

You hereby consent that all disputes, suits, actions, and claims ("Disputes") related to or arising out of this Agreement shall be referred by you and GIA to arbitration before the Belgian centre for arbitration and mediation (Belgisch centrum voor arbitrage en mediatie" – "CEPANI") for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) arbitrators. Each party shall have the right to designate one (1) arbitrator of the panel. The two selected arbitrators shall select the third arbitrator of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of CEPANI ("Rules") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom.

您特此同意, 您和GIA将因本协议产生的或与之有关的所有争议、起诉、诉讼和索赔 ( "争议" ) 提交给比利时仲裁和调解中心解决。根据本协议的要求进行的任何仲裁应由三名仲裁员组成的仲裁庭审理。双方有权分别指定一名仲裁员, 然后由指定的两名仲裁员选出第三名仲裁员。提交仲裁的所有争议适用上述管辖法律。本协议不要求GIA将如下争议提交仲裁: (i) 本协议下对GIA的欠款或(ii)侵犯或不当使用GIA的知识产权。本协议下的仲裁适用比利时仲裁和调解中心届时有效的规则 ( "仲裁规则" ), 与本条规定不同的仲裁规则除外。

Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party.

仲裁庭的裁决应经多数票作出。仲裁庭不可裁定本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可裁定与上述管辖法律相一致的禁令、实际履行或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流, 或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。

The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Brussels. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

仲裁做出或提交的决定或裁决应是终局的, 对双方具有约束力。胜诉方可以向有管辖权的法院提交该决定或裁决供确认。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式, 在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人, 以及申请人未能从被申请人获得补偿情况下的被申请人。双方均有权进行美国规则或国际规则或指定机构另行规定的证据披露。所有仲裁程序应以英文进行, 仲裁决定和仲裁誓写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方诚信认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密, 双方应进行善意磋商, 以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议, 仲裁员有权施加适当限制, 对仲裁相关的任何保密信息或商业秘密进行保密。尽管按本条要求将争议提交仲裁, 对争议进行仲裁不禁止任何一方有管辖权的法院寻求禁令或其他衡平救济。

- 3. Consumer Protection.**

消费者保护。

The following terms in this Exhibit contains provisions that deviate from the Agreement and which, in certain circumstances, may apply to GIA's relationship with you if you are a consumer (hereinafter the "Consumer"). The provisions of the Agreement will remain in place, unless and to the extent explicitly otherwise provided below in this Section.

本附件下列条款包含不同于本协议规定的内容, 并且如果您是消费者 ( "消费者" ), 可能在某些情况下适用于GIA和您的关系。除非本条中另有明确说明, 本协议的规定保持有效。

- 3.1 Application.** The provisions of this Section will be applied upon explicit written request of the Consumer.

适用。本条规定根据消费者明确的书面要求予以适用。

- 3.2 Disputes.** In case of a Dispute relating to or arising out of the Agreement, the Consumer may bring the Dispute before the national courts that are competent pursuant to Belgian and/or European law. The Consumer will be deemed to have waived such right as soon as (i) Consumer brings the matter in Dispute before the arbitration panel specified in Exhibit Belgium or (ii) Consumer appears before such arbitration panel without immediately asking for referral of the matter to a national court.

争议。如因本协议产生争议, 消费者可将争议提交根据比利时和/或欧洲法律具有管辖权的国家法院。一旦消费者在(i)将争议提交比利时附件所列的仲裁庭, 或(ii)在未请求将争议提交国家法院情况下, 在仲裁庭上出庭, 则视为放弃上述权利。

- 3.3 Distance Sales.** In case the Agreement between GIA and the Consumer is entered into without GIA and the Consumer being at the same location ("distance sale"), the Consumer will have the right to withdraw from the contract up to fourteen (14) calendar days after the Agreement was entered into and only provided that the contractual Services were not yet carried out by GIA. The Consumer confirms that GIA may carry out its Services during the aforementioned 14 days' term. The

Consumer furthermore confirms that GIA may in its discretion decide to start its Services only after the aforementioned 14 days' term, in which case any delivery term will be extended with 14 days. If the Consumer delivers multiple Articles to GIA under this Agreement, the abovementioned 14 days' term will for each individual Article commence on the date the Article concerned was delivered to GIA.

远程销售。如果GIA和消费者订立本协议时，GIA和消费者并不在同一个地点（“远程销售”），消费者有权可以在协议签署后最多十四（14）个自然日退出合同，但前提是GIA尚未提供合同约定的服务。消费者确认，GIA可以在上述14日期间提供服务。消费者进一步确认，GIA可自行决定仅在上述14日期限过后开始提供服务，在此情况下，任何交付期顺延14日。如果消费者在本协议下向GIA交付多件物品，对每一件物品而言，上述14日期限自相关物品交付给GIA当日起算。

- 3.4 **Prices and Obligation to Pay.** The Consumer understands and accepts that the Agreement entails an order with obligation to pay. The obligation to pay principally has regard to the price of GIA's Reports and Services, as consultable in GIA's fee schedules (<https://www.gia.edu/submit-a-gem-duplicate>). The Consumer confirms to be informed of the prices of the Reports and Services which Consumer requested. The Consumer understands and accepts that GIA's Services may be subject to additional fees (depending on the Consumer's specific choices and the specific circumstances), such as:

价格和支付义务。消费者理解并接受，本协议涉及规定有支付义务的订单。支付义务主要与GIA报告和服务价格有关，具体参见GIA费率表(<https://www.gia.edu/submit-a-gem-duplicate>)。消费者确认已获知其要求提供的报告和服务价格。消费者理解并接受，GIA服务可能涉及额外费用（取决于消费者的具体选择和具体情况），例如：

- Shipping and insurance costs;
- 运输和保险费用
- Laser inscription at Consumer's request;
- 应消费者要求进行激光刻码
- Removal of an inappropriate inscription as determined by GIA;
- GIA决定消除不适当的刻码
- Adding an appropriate laser inscription if deemed necessary by GIA;
- 在GIA认为必要时添加适当的激光刻码
- Making available the appropriate Report after your request for an incorrect or inappropriate Report; and
- 在您指出报告不准确或不适当后提供适当的报告
- Fee for testing of Article of which nature was not disclosed.
- 检测未披露性质的物品的费用

- 3.5 **Scope of Agreement.** The Consumer confirms having read and accepted the following documents and terms:

协议范围。消费者确认已阅读并接受以下文件和条款：

- Cover Page;
- 封面页
- Client Agreement Terms and Conditions;
- 客户协议条款和条件
- Country specific Exhibit Belgium;
- 比利时附件
- GIA's policies and procedures regarding the submission and delivery of Articles (<https://www.gia.edu/gem-lab-how-to-submit-gems>);
- GIA与提交和交付物品有关的政策和程序 (<https://www.gia.edu/gem-lab-how-to-submit-gems>);
- GIA's Client Privacy Notice;
- GIA客户隐私通知
- GIA's policies and procedures regarding Authorized Representatives (<https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative>); and
- GIA与授权代表有关的政策和程序 (<https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative>); 和
- GIA's policy regarding the appropriate Report to make available for specific Articles.
- GIA与具体物品的适当报告有关的政策

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## Exhibit – Botswana

### 博茨瓦纳附件

1. **Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort (delict), or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Botswana, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

管辖法律。因本协议（无论是否基于合同、侵权或其他）以及本协议的效力、履行和解释产生的或与之有关的任何争议受博茨瓦纳法律管辖并据其解释，不考虑法律冲突原则。双方同意，本协议明确排除适用1980年《联合国国际货物销售合同公约》。

2. **Forum Selection; Arbitration.**

法院选择；仲裁。

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you and GIA to arbitration for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All members of the panel must be members of the Botswana Institute of Arbitrators. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of the Botswana Institute of Arbitrators ("**Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the Botswana Institute of Arbitrators and the case shall be administered by the Botswana Institute of Arbitrators according to the Rules. Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Gaborone, Botswana. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

您特此同意，您和GIA将因本协议产生的或与之有关的所有争议、起诉、诉讼和索赔（“争议”）提交给比利时仲裁和调解中心解决。本协议下要求进行的任何仲裁应由三名仲裁员组成的仲裁庭审理。双方有权分别指定一名仲裁员，然后由指定的两名仲裁员选出第三名仲裁员。提交仲裁的所有争议适用上述管辖法律。本协议不要求GIA将如下争议提交仲裁(i)本协议下对GIA的欠款或(ii)侵犯或不当使用GIA的知识产权。除本条规定不同于仲裁规则的外，本协议下的仲裁适用比利时仲裁和调解中心届时有效的规则（“仲裁规则”）。仲裁做出或提交的决定或裁决应是终局的，对双方具有约束力。胜诉方可以向有管辖权的法院提交该决定或裁决供确认。仲裁指定机构为博茨瓦纳仲裁院，案件应由博茨瓦纳仲裁院根据仲裁规则实施管理。仲裁庭的决定由多数投票通过。仲裁庭不得做出惩罚性损害赔偿或为本协议禁止的其他损害赔偿。仲裁庭可发布与上述适用法律一致的禁令、实际履行或临时限制令。一方应在另一方在场时当面或通过向仲裁员和另一方提交书面文件与仲裁员沟通。除非双方另行书面同意，仲裁庭应及时做出裁决（无论如何不迟于审理结束后三十（30）个自然日）。除非双方另行书面同意，仲裁庭的决定和裁决理由充分，说明做出决定的依据并应为书面形式。未在上述期限作出裁决不影响裁决的效力。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁地点在博茨瓦纳哈博罗内。双方有权按照仲裁规则或其他规定要求披露证据。全部仲裁程序应用英语进行，仲裁决定和记录应用英语书写。根据本条规定进行的全部仲裁程序以及做出的任何裁决或决定在双方之间视为保密。如果任何一方诚信认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。尽管按本条要求将争议提交仲裁，对争议进行仲裁不禁止任何一方有管辖权的法院寻求禁令或其他衡平救济。

The arbitrators may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. You may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

仲裁员不应合并多人或多个实体的诉求，亦不应负责审理集体或代表制诉讼或诉求（如集体诉讼、合并诉讼或律师代表全面诉讼），除非您和GIA在仲裁启动后由双方授权代表签署书面文件同意这么做。您不应是集体代表、集体成员或以其他方式参与集体、合并或代表诉讼。

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## Exhibit – Japan

### 日本附件

1. **Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Japan, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

管辖法律。因本协议（无论是否基于合同、侵权或其他）以及本协议的效力、履行和解释产生的或与之有关的任何争议受日本法律管辖并据其解释，而不适用法律冲突原则。双方同意，本协议明确排除适用1980年《联合国国际货物销售合同公约》。

2. **Forum Selection; Arbitration.**

法院选择；仲裁。

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you and GIA to arbitration for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of the Japan Commercial Arbitration Association ("**Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the Japan Commercial Arbitration Association and the case shall be administered by the Japan Commercial Arbitration Association according to the Rules. Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. The award shall be made promptly by the panel (no later than five (5) weeks and in any event, no later than eight (8) weeks from the closing of the hearing if there are special circumstances). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Tokyo, Japan. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

您特此同意，您和GIA将因本协议产生的或与之有关的所有争议、起诉、诉讼和索赔（“争议”）提交给比利时仲裁和调解中心解决。本协议下要求进行的任何仲裁应由三名仲裁员组成的仲裁庭审理。双方有权分别指定一名仲裁员，然后由指定的两名仲裁员选出第三名仲裁员。提交仲裁的所有争议适用上述管辖法律。本协议不要求GIA将如下争议提交仲裁(i)本协议下应向GIA支付的欠款或(ii)侵犯或不当使用GIA的知识产权。除本条规定不同于仲裁规则的外，本协议下的仲裁适用比利时仲裁和调解中心届时有效的规则（“仲裁规则”）。仲裁指定机构为日本商事仲裁协会，案件应由日本商事仲裁协会根据仲裁规则实施管理。仲裁庭的决定由多数投票通过。仲裁庭不得做出惩罚性损害赔偿或本协议禁止的其他损害赔偿。仲裁庭可发布与上述适用法律一致的禁令、实际履行或临时限制令。一方应在另一方在场时当面或通过向仲裁员和另一方提交书面文件与仲裁员沟通。仲裁庭应及时做出裁决（不迟于5周，特别情况下，无论如何不迟于审理结束后8周）。除非双方另行书面同意，仲裁庭的决定和裁决理由充分，说明做出决定的依据并应为书面形式。未在上述期限做出裁决不影响裁决的效力。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可获得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁地点在日本东京。双方均有权进行仲裁规则或另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁撰写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方诚信认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。即使根据本条将争议提交仲裁，对争议进行仲裁不禁止任何一方向有管辖权的法院寻求禁令或其他衡平救济。

If you and GIA (and all third parties as the case may be) all make a written request signed by each party to consolidate certain claims, the arbitrators may agree to consolidate such claims in their sole discretion. You agree not to act as a class representative or participate in a class action outside of Japan.

如果您和GIA（根据情况还包括所有第三方）均签署书面文件请求合并若干诉求，仲裁员可自行决定同意合并这些诉求。您同意不在日本以外担任集体代表或参与集体诉讼。

3. **Exclusion of Anti-Social Forces.**

排除反社会势力

- 3.1 "**Anti-Social Forces**" means: (1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or (2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of the above.

“反社会势力”指：（1）有组织犯罪集团、有组织犯罪集团成员、有组织犯罪集团的关联公司或社团及其他类似人员，或（2）自身或通过第三方通过暴力提出要求、在合法权利之外提出不合理要求、使用威胁性语言或行动、通过散播假传言或采取欺诈及其他类似行动破坏另一方信誉或妨碍另一方业务的人。

- 3.2 Each party represents and warrants that it is not and shall not be: (1) engaged (whether directly or indirectly) with Anti-Social Forces; (2) a person having such a relationship with the Anti-Social Forces that shows the Anti-Social Forces' substantial involvement in the person's management; (3) a person having such relationship with the Anti-Social Forces that shows reliance on the Anti-Social Forces; (4) a person who cooperates and is involved with the maintenance or operation of any Anti-Social Forces by providing funding to any Anti-Social Forces or any similar act; or (5) a person who is engaged in a socially condemnable relationship with the Anti-Social Forces.

双方分别声明和保证其(1)不会且不应参与（直接或间接）反社会势力，(2)并非与反社会势力存在如下关系的人，即反社会势力大量参与其管理，(3)并非与反社会势力存在如下关系的人，即其有赖于反社会势力，(4)并非通过资助反社会势力或类似行为，配合

并参与维护或运营反社会势力的人，或(5)并非与反社会势力存在受社会谴责关系的人。

- 3.3 If a party breaches the representations and warranties in the preceding paragraph ("**Breaching Party**"), the other party ("**Non-breaching Party**") shall be entitled to terminate this Agreement and request for damages without any notice, and any and all obligations of the Breaching Party owed to the Non-breaching Party shall become due and payable, and the Breaching Party shall immediately perform such obligations.

如果一方违反上述声明和保证（"违约方"），另一方（"守约方"）有权不经通知终止本协议并要求获得损害赔偿，违约方向守约方承担的一切义务均到期应付，违约方应立即履行该义务。

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SAMPLE  
样品

## Exhibit – South Africa

### 南非附件

1. **Governing Law.** You have read this Agreement and agrees that this Agreement, any dispute arising under or which is related to this Agreement (whether in contract, delict, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the Republic of South Africa. Subject to the arbitration provisions below, the parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (South Africa) in any dispute arising from or in connection with this Agreement. The parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with an order of the court. The parties agree that to the extent that the South African Consumer Protection Act, 2008, as amended or its implementing rules and regulations, as amended (collectively, the "CPA"), results in any provision of this Agreement being found invalid or unenforceable, such provision will be enforced to the maximum extent permitted by the CPA, and in such event, the parties will negotiate in good faith a new replacement provision that is valid and enforceable under the CPA and that retains, as much as possible, the original intent of the invalid or unenforceable provision.

管辖法律。客户已阅读本协议，并同意，本协议、按本协议产生的或与本协议有关的任何争议（不论基于合同、违法行为或其它理由），以及本协议的有效性、履行和解释应在一切方面受南非共和国法律的管辖，并按南非共和国的法律解释。在遵守下文仲裁条款的前提下，在因本协议产生或与本协议有关的任何争议中，双方特此同意并服从南非共和国高等法院威特沃斯特兰德地方分院的非专属管辖权。双方同意，所判给的任何诉讼费可按律师费和委托费的标准追讨，但如法院具体决定该标准不适用则除外，在此情况下，诉讼费将按依照高等法院命令追讨。双方同意如果根据2008年南非消费者保护法（包括经修订版本或经修订实施细则和条例，统称“消费者保护法”）认定本协议任何条款无效或不可执行，该条款应在消费者保护法允许的最大范围内执行，在此情况下，双方将诚信协商在消费者保护法下有效和可执行的，并且尽可能保留原无效和不可执行条款原意的新的替换条款。

2. **Arbitration.**

仲裁

In the event of there being any dispute or difference between the parties arising out of this Agreement, the said dispute or difference shall on written demand by either party be submitted to arbitration in Johannesburg in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA"), which arbitration shall be administered by AFSA.

如果双方之间因本协议产生任何争议或分歧，上述争议或分歧应在任何一方提出书面要求后提交仲裁，仲裁在约翰内斯堡按照南非仲裁基金会（下称“AFSA”）的规则进行，该仲裁应由AFSA管理。

Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

如果作为机构的AFSA当时没有运作，或因任何理由没有受理仲裁的要求，则仲裁应按照（AFSA最近采用的）AFSA商业仲裁规则在争议的双方之间通过协商指定的一名仲裁员席前进行，或在在仲裁要求后10（十）个营业日内协商不成，则争议的任何一方有权立即要求约翰内斯堡律师公会主席提名仲裁员，但条件是，如此获提名的人应是一名有不少于10（十）年执业资历的律师。如此获提名的人应适当地获指定为有关该争议的仲裁员。如果争议双方的律师未能就与仲裁的管理有关的任何事宜达成一致，该事宜应提交仲裁员并由仲裁员作出裁决，仲裁员的裁决应是终局的，并对争议的双方有约束力。

Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

仲裁的任何一方可按AFSA商业仲裁规则就仲裁员的裁决提出上诉。

Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

本附件不应视为阻止或禁止仲裁一方方向适当的法院申请就索赔诉讼做出紧急救济或判决。

Any arbitration in terms of this arbitration clause (including without limitation any appeal proceedings) shall be conducted in camera and the parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

根据本仲裁条款进行的任何仲裁（包括但不限于上诉程序）应非公开进行，双方应将提交仲裁的争议、仲裁程序的开展以及仲裁结果的详情作为保密信息对待。

This arbitration clause will continue to be binding on the parties notwithstanding any termination or cancellation of the Agreement.

即使终止或取消本协议，本仲裁条款仍继续对双方具有约束力。

The parties agree that the written demand by a party to the dispute in terms of clause 2 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

双方同意，一方按第2条提出的将争议或分歧提交仲裁的书面要求，按照1969年时效归益法案，就中断诉讼时效而言，须被视为法律程序文件。

Notwithstanding the above, either of the parties may choose to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is initiated in Small Claims Court of South Africa; or (b) YOU OPT-OUT OF THE ARBITRATION PROCEDURES SET FORTH IN THIS EXHIBIT WITHIN 30 (THIRTY) DAYS FROM THE DATE THAT YOU FIRST AGREES TO THE TERMS IN THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Exhibit by mailing written notification to GIA, The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa. Your written notification must include (1) your name and your client number, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with GIA through arbitration. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with GIA. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue its dispute(s) in arbitration or Small Claims Court of South Africa as described in this Exhibit.

尽管有上述规定，如果(i)向南非小额索赔法院提交争议，或(ii)您在先同意本协议条款后三十（30）日内（“退出期”）选择退出仲裁程序，任何一方可选择通过仲裁，而将因本协议产生的争议提交法院解决。您可向位于The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa的GIA寄送书面通知选择退出本附件。您在书面通知中必须列明(1)您的姓名和客户号，(2)您的地址以及(3)明确表示您不希望通过仲裁解决与GIA的争议的陈述。您决定退出仲裁条款对您与GIA的关系不会有负面影响。在退出期后收到的退出要求无效，您必须继续通过仲裁或按本附件所述南非小额索赔法院解决争议。

The arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action or consolidated action) unless both the parties specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. If you have elected to pursue disputes in court by opting out of these arbitration terms, as specified in this Exhibit, this class action waiver will not apply to you. You may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

仲裁员不应合并多人或多个实体的诉求，亦不应负责审理集体或代表制诉讼或诉求（如集体诉讼、合并诉讼或私人律师代表全面诉讼），

除非您和GIA在仲裁启动后由双方授权代表签署书面文件同意这么做。如果您如本附件规定选择退出仲裁条款，通过法院解决争议，则您不适用放弃集体诉讼权条款。在未遵守上述退出要求情况下，您不应是集体代表、集体成员或以其他方式参与集体、合并或代表诉讼。

If you have elected to pursue disputes in court by opting out of the arbitration terms in this Exhibit, as specified above, then you hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (South Africa) for all disputes.

如果您如本附件所述选择退出本附件所列仲裁条款，通过法院解决争议，您特此同意并服从南非共和国高等法院威特沃斯特兰德地方分院的非专属管辖权。

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## Exhibit – Thailand

### 泰国附件

1. **Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Thailand, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

管辖法律。因本协议（无论是否基于合同、侵权或其他）以及本协议的效力、履行和解释产生的或与之有关的任何争议受泰国法律管辖并据其解释，而不适用法律冲突原则。双方同意，本协议明确排除适用1980年《联合国国际货物销售合同公约》。

2. **Forum Selection; Arbitration.**

法院选择；仲裁。

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you and GIA to arbitration for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of the Thai Arbitration Institute ("**Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the Thai Arbitration Institute, Ministry of Justice and the case shall be administered by the Thai Arbitration Institute according to the Rules. Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Bangkok, Thailand. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

您特此同意，您和GIA将因本协议产生的或与之有关的所有争议、起诉、诉讼和索赔（下称“争议”）提交给比利时仲裁和调解中心解决。本协议下要求进行的任何仲裁应由三名仲裁员组成的仲裁庭审理。双方有权分别指定一名仲裁员，然后由指定的两名仲裁员选出第三名仲裁员。提交仲裁的所有争议适用上述管辖法律。本协议不要求GIA将如下争议提交仲裁(i)本协议下对GIA的欠款或(ii)侵犯或不当使用GIA的知识产权。除本条规定不同于仲裁规则的外，本协议下的仲裁适用比利时仲裁和调解中心届时有效的规则（下称“仲裁规则”）。指定仲裁机构为泰国司法部仲裁院，案件由泰国仲裁机构按照仲裁规则进行处理。仲裁庭的裁决应经多数票作出。仲裁庭不可裁定为本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可发布与上述适用法律一致的禁令、实际履行或临时限制令。一方应在另一方在场时当面或通过向仲裁员和另一方提交书面文件与仲裁员沟通。除非双方另行书面同意，仲裁庭应及时做出裁决（无论如何不迟于审理结束后三十（30）个自然日）。除非双方另行书面同意，仲裁庭的决定和裁决应理由充分，说明做出决定的依据并应为书面形式。未在上述期限作出裁决不影响裁决的效力。仲裁做出或提交的决定或裁决应是终局的，对双方具有约束力。胜诉方可以向有管辖权的法院提交该决定或裁决供确认。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁地点在泰国曼谷。双方均有权进行仲裁规则或另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁誊写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方诚信认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。即使根据本条将争议提交仲裁，对争议进行仲裁不禁止任何一方向有管辖权的法院寻求禁令或其他衡平救济。

The arbitrators may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. You may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

仲裁员不应合并多人或多个实体的诉求，亦不应负责审理集体或代表制诉讼或诉求（如集体诉讼、合并诉讼或私人律师代表全面诉讼），除非您和GIA在仲裁启动后由双方授权代表签署书面文件同意这么做。您可能不是集体代表、集体成员或以其他方式参与集体、合并或代表诉讼。

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