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.

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.

GIA responsibility. 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).

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.

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).

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 responsible. The Terms and Conditions include provisions that limit GIA’s liability and affect your ability to collect damages from GIA, including Section 13 (Limitations on GIA’s Liability; Insurance).

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.

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 entity 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 business entity.

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 entity 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 business entity.

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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 entity 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 business entity.
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.

日本。如果您向GIA东京公司交付或运送物品，本协议应适用于您与美国宝石学院，而非GIA在日本的本地商业单元间订立。

双方理解，就交付或运送物品而言，本协议不适用于GIA附属实验室，除非在GIA附属实验室确定的范围内。就与GIA附属实验室有关的任何其他事宜，本协议不适用于GIA东京公司。

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.

泰南。如果您向GIA泰国公司交付或运送物品，本协议应适用于您与美国宝石学院，而非GIA在泰国的本地商业单元间订立。

泰安。如果您向GIA泰国公司交付或运送物品，本协议应适用于您与美国宝石学院，而非GIA在泰国的本地商业单元间订立。

Thaiiland. 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.

各方理解，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相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, 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 Thailand) 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 Thailand will only apply if this Agreement is between you and GIA Tokyo.

For example, if you deliver or ship Articles to a 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.

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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 will 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，或者向其提交副本，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。
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”）的请求，GIA可以向RJC或其他根据条款和条件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

Street Address: 12345 Main St

City, State/Province, Postal Code: Carlsbad, California 92008

Phone: 1234567890

Email Address:

Signature: __________________________

Print Name: __________________________

Title: __________________________

Date: __________________________
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.

2. **Definitions.** For purposes of this Agreement the following terms shall have the meanings 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.

   - **Article** means any diamond, gem material or other article of any kind delivered by or for you to GIA.
   - **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; 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.
   - **Client Agreement Terms and Conditions** 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.
   - **Client Agreement Terms and Conditions** means any receipt issued to you by GIA for an Article.
   - **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.
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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 may, in its discretion, require you to provide additional documentation or information about an Article or about you. You agree to provide such documentation or information at GIA's request and to do so promptly and accurately. You understand and agree that any delay or error in providing such documentation or information may delay or prevent GIA from providing the requested Services.

4. Submitting Articles to GIA; Requested Services.

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 its performance of its obligations under this Agreement until such time as the updated data, information, and documents are provided.

You agree to provide GIA with all information that is requested by GIA, including personal data, and you understand and agree that GIA may require you to provide additional personal data or information, including personal data, at any time. You agree that GIA may require you to provide personal data or information, including personal data, for the purposes of (i) complying with applicable laws, regulations, or industry standards, (ii) verifying the identity of you or any other person, (iii) complying with applicable laws, regulations, or industry standards, (iv) complying with any necessary regulations, and (v) complying with any necessary regulations.

You agree to provide to GIA all 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 its performance of its obligations under this Agreement until such time as the updated data, information, and documents are provided.

You agree to provide GIA with all information that is requested by GIA, including personal data, and you understand and agree that GIA may require you to provide additional personal data or information, including personal data, at any time. You agree that GIA may require you to provide personal data or information, including personal data, for the purposes of (i) complying with applicable laws, regulations, or industry standards, (ii) verifying the identity of you or any other person, (iii) complying with applicable laws, regulations, or industry standards, (iv) complying with any necessary regulations, and (v) complying with any necessary regulations.

You agree to provide GIA with all information that is requested by GIA, including personal data, and you understand and agree that GIA may require you to provide additional personal data or information, including personal data, at any time. You agree that GIA may require you to provide personal data or information, including personal data, for the purposes of (i) complying with applicable laws, regulations, or industry standards, (ii) verifying the identity of you or any other person, (iii) complying with applicable laws, regulations, or industry standards, (iv) complying with any necessary regulations, and (v) complying with any necessary regulations.
5. Services Performed by GIA; Reports; Treated and Irradiated Articles.

GIA提供的服务;报告;经处理和辐射物品

5.1 Performance of Services.

您同意GIA按如下方式为您提供服务:i)对您的物品进行鉴定,这不意味着您 owned by GIA in its sole discretion) if (ii) you are in breach of this Agreement, (iii) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful, or harmful to your business, or (iv) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful, or harmful to GIA or its business. (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 by GIA at the time the Services were performed, which may be different from the techniques, equipment and knowledge used by GIA at any other time.

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

(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;

(ii) 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

(iii) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful, or harmful to your business, or (iv) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful, or harmful to GIA or its business. (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 by GIA at the time the Services were performed, which may be different from the techniques, equipment and knowledge used by GIA at any other time.

5.4 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 its 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, or harmful to your business, or (iv) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful, or harmful to GIA or its business.

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

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.

4.3 Additional Information.

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.

You authorize GIA to use and distribute your name, address, telephone number, and email address for the purposes of providing you with information about GIA services, products, and offers, as well as to contact you in connection with any GIA service, product, or offer to which you have subscribed.

You authorize GIA to use and distribute your name, address, telephone number, and email address for the purposes of providing you with information about GIA services, products, and offers, as well as to contact you in connection with any GIA service, product, or offer to which you have subscribed.

You authorize GIA to use and distribute your name, address, telephone number, and email address for the purposes of providing you with information about GIA services, products, and offers, as well as to contact you in connection with any GIA service, product, or offer to which you have subscribed.

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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.

5.5 GIA Inscription Services and Other Inscriptions.

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 submitted by you if 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在在物品上添加刻码，您应向GIA声明和保证您有权要求在物品上刻写所要求的商标、服务标志、标记、文字、字符或构成刻码的其他符号。根据前述规定，GIA可以拒绝在物品上添加您要求的刻码，包括但不限于GIA自行认为刻码具有欺诈、虚假、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 that you agreed to pay GIA for the removal of the inscription and/or Inscribing the Article as noted in (ii) and/or (iii) above.

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. The report includes a note that the information was included, but it does not represent the information in the report. 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.

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 comprising that Inscription or any 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,包括但不限于刻码已存在的情况。

5.5.5 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 comprising that Inscription or any 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.

5.5.6 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 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.

5.6 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. GIA may agree with you 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 any 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。被提交给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前您提交或将要提交的任何报告)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将要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条项下的权利,您同意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
5.8 Treated Articles; Breaches of Ethics

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, laboratory grown or treated, or that it has been treated or such other designation authorized or specified by any governmental authority.

The detection and marking of items. You agree GIA may detect and mark each item to determine if the item 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 a marking on any item 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, laboratory grown or treated, or that it has been treated or such other designation authorized or specified by any governmental authority.

Items that are unstable, laboratory grown or treated. You agree that GIA may test each Article to determine if the Article is unstable, laboratory grown, or treated, and may identify the Article as unstable, laboratory grown, or treated, or both, as the case may be, in its discretion. 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, laboratory grown or treated, or that it has been treated or such other designation authorized or specified by any governmental authority.

Upon your request, GIA will provide to you the then-current fees and fee schedule for that testing.

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 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 to determine if the Article 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.

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 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 to determine if the Article 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.

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 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 to determine if the Article 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.

In addition, 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 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 to determine if the Article 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.

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 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 to determine if the Article 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.

Failure to Disclose; Breach of Ethics.

5.8.2 Failure to Disclose; Ethics Breach.

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, laboratory grown or treated, or that it has been treated or such other designation authorized or specified by any governmental authority.

In addition, 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 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 to determine if the Article 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.

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 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 to determine if the Article 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.
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.

6. Return of Articles by GIA; Exceptions.

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 LABDIRECT PROGRAM PARTICIPANT with the REQUIRED KIMBERLEY PROCESS DOCUMENTATION AND/OR YOU DID NOT FOLLOW THE REQUIRED KIMBERLEY PROCESS IN RELATION TO THE ARTICLE.

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). In those circumstances, GIA may in its sole discretion, elect not to deliver the Articles to you. GIA will make partial shipment of Articles to you. Unless otherwise specified by you in writing, if the Articles are shipped to you in 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 post Reports on Report Check until GIA has received payment from you of all applicable fees payable to GIA. Upon delivery of the Articles, the Articles will be released to you at your risk.

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.

6.4 Insurance for Return Shipment to You; Release. You agree that GIA may insures Articles during the return shipment to you for the same value declared by you in shipping said Articles to GIA, if such 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 its sole discretion, elect not to 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. GIA may purchase 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 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 for liability or 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 Amiit, Brinks, FedEx, United States Postal Service, or United Parcel Service (each a "Carrier") account or while using your Carrier mailing labels. GIA hereby releases 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.

Law Enforcement Requests and Competing Claims.

6.6 Failure to Retrieve Articles. You agree that the risk, along with any associated costs, if any Article is confiscated or otherwise held by or disposed of by government authorities (including but not limited to Customs authorities) of 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 Amiit, Brinks, FedEx, United States Postal Service, or United Parcel Service (each a "Carrier") account or while using your Carrier mailing labels. GIA hereby releases 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.

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 package 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 information on the package or container.

6.8 Failure to Pay for Customs Duties. 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.
If GI receives an Article from you and through GI’s internal processes, GI determines that your Article has substantially similar characteristics as an Article that is a subject from a law enforcement agency or from a Reporting Party, then GI may, and is hereby authorized by you to, hold your Article for a reasonable period of time. GI acknowledges that your Article may be subject to a Competing Claim. If GI receives a request from a law enforcement agency or a Reporting Party, then GI 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. GI may, in either case of (a) or (b), also authorize such other party to comply with 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 GI 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 GI (the “Other Information”). In addition, you agree that GI may, at any time with or without a request from a law enforcement agency or a court order or directive, provide be a court and/or to a law enforcement agency your Article and your Client Information and the Other Information.

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

GI will not flag in GI’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 a party to a transaction regarding the article.

GI will not provide GI’s system with (a) items sold to a third party, (b) items that are the subject of a report of theft or fraud, or (c) items that are the subject of a notice from a law enforcement agency or from a Reporting Party. You agree to the entirety of the Competing Claims process as discussed in further detail in this Section 7 (Law Enforcement Requests and Competing Claims).

You, as a Submitting Client and/or a Reporting Party, agree to the entirety of the Competing Claims process as described in this Section 7. You may be a Submitting Client and the Articles you submit to GI may be subject to a Competing Claim.
7.3 Competing Claims Where You Have Reported an Article as Lost or Stolen.

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.

You as the owner of an article can 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.

Your Competing Claim or your notice of your Competing Claim shall be deemed to be received by GIA on the date that GIA receives an article that appears to be substantially similar to the article identified in your Owner Notice and/or your Acknowledgment (the “GIA Notice”).

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

GIA may use reasonable efforts to (i) notify you and any other interested party 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”).

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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

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 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.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

Notwithstanding the provisions of this Section 7, GIA may extend the deadline described in this Section 7 for up to thirty (30) days upon your written request.

GIA may use reasonable efforts to (i) notify you and any other interested party 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”).

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

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.

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.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

7.4 Settlement or Commencement of an Action.

Within sixty (60) days of the date of a GIA Notice that your Article is subject to a Competing Claim or (ii) GIA has notified you that GIA has received from a third party an article with substantially similar characteristics to an article in your Acknowledgement, you must:

- 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
- take any other action as required by law.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

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, (ii) GIA may elect to not flag the article in its system, and (iii) GIA may, in its sole discretion, elect not to flag an article as lost or stolen.
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.

If you fail to do so within sixty (60) days, you hereby irrevocably and unconditionally放弃 any claim to the Relevant Article and agree to compensate GIA for any loss or damage suffered by GIA as a result of your failure to do so.

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

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

7.7 Additional Terms.

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.

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.

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 STOLEN OR LOST 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 DIRECTION, OR OTHERWISE IN CONNECTION WITH GIA’S PERFORMANCE UNDER THIS SECTION 7.

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

In the event that GIA has successfully identified the Relevant Article and you do not respond within the time specified, GIA will consider the Relevant Article unclaimed and may return it to you at your expense.

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 parties must execute a release and indemnity agreement. In the event that you or the reporting party for whatever reason do not execute the release and indemnity agreement, GIA reserves the right to refuse to release the Relevant Article.

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

You are responsible for the payment of any amount due to GIA, including any costs and expenses incurred by GIA in connection with the recovery of the Relevant Article.

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 Authorized 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 Authorized 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 an Authorized Representative or any other third party, you represent and warrant
9. Prices; Payment for Services.

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 should be paid in 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 U.S dollar prices and local currency prices based on exchange rate fluctuations and / or other operational and business factors.

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

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 to you, unless otherwise advised by GIA, in GIA’s sole discretion. Occasionally, 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 its 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.

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. If you are a LabDirect Program Participant, you are responsible for ensuring that the terms and conditions of your agreement with GIA are met before submitting Articles to GIA. If the Articles are not in accordance with the terms and conditions of your agreement, GIA may refuse to accept the Articles and may charge you the cost of returning the Articles to you.

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.

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 taxes and tariffs 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.

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.
客户保证;遵守法律;无赠与。您向GIA声明、保证和承诺如下:

本第9条(价格;服务报酬)在本协议终止后继续有效。

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

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

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

金伯利进程和保证体系

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

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

保物品的所有包装和处理行为遵守适用法律。

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。

The undersigned hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of

如果适用法律要求在本协议上加盖印戳及/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提供本协议加盖印戳的副本。如果您违反前述规定，您应赔偿GIA为取得印戳及缴纳印花税支付的全部费用。成本、罚款和其他款项，包括因您未及时缴纳印花税而征收的罚款。如果适用法律要求在本协议上加盖印戳及/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提供本协议加盖印戳的副本。如果您违反前述规定，您应赔偿GIA为取得印戳及缴纳印花税支付的全部费用。成本、罚款和其他款项，包括因您未及时缴纳印花税而征收的罚款。
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.

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.

10.7 No Improper Payments or Kickbacks. 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, donation or other payment, directly or indirectly, whether in cash or cash equivalent, to the benefit of, or at the direction of, any 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.

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 anyone else who is an agent of GIA, providing services to GIA, or representing GIA, who requests you to provide any personal or business information or other services.

10.9 Use of Service Results. You agree that you will not share or provide any Service Results, including without limitation Service Results downloaded or printed from Report Check with or to any third party, to any person or entity other than GIA. You further 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.

10.10 Use of Complete Reports. You agree that you will not use any Complete Report for any Article other than the Article described in the corresponding Service Results or Report.

10.11 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.

11. Indemnity by You.

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 of GIA, and any 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:

(i) your failure to comply with any applicable law or regulation,

(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,

(iii) all uses of your Password, whether or not authorized by you,

(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 containing any limitation on reusability of 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.1 Scope of Indemnification. 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 of GIA, and any 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:

(i) your failure to comply with any applicable law or regulation,

(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,

(iii) all uses of your Password, whether or not authorized by you,

(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 containing any limitation on reusability of 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.2 Indemnification by You. 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 of GIA, and any 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.3 Indemnification by You. 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 of GIA, and any 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.4 Indemnification by You. 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 of GIA, and any 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.5 Indemnification by You. 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 of GIA, and any 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.

11.6 Indemnification by You. 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 of GIA, and any 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:

(a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, courts 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 the subject of a Competing Claim 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.
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刻码或其他任何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 OR 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.

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)，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。

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 of the Article or 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, 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.
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 unexpected characteristics, or extend during normal processing. This includes without limitation Articles with 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.

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 inscriptions, 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.

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 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.

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.

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.

13.8 Basis Of the Bargain. The parties have fully considered the risks and the remedies set forth in the foregoing 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.

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.

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.

Without prejudice to GIA's provisions for the use of GIA's site, GIA may prohibit the use of a particular Access Code for any reason, including without limitation any abuse or misuse.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law provisions that would cause the application of the laws of any jurisdiction other than the State of Georgia.

This Agreement contains the complete and exclusive agreement between you and GIA and supersedes all prior negotiations, representations and agreements, whether written or oral. You may not transfer or assign this Agreement, and any attempt to do so without GIA's prior written consent will be void. GIA's failure to insist on strict compliance with any provision of this Agreement will not constitute an agreement to waive any subsequent breach of that provision or any other provision of this Agreement.

16. Miscellaneous. This Agreement and all disputes arising out of or related to it shall be exclusively submitted to Georgia's courts. The Parties agree to submit to the personal jurisdiction of any court of competent jurisdiction in the State of Georgia and the parties consent to obtain personal service of process by any method permitted by law.

GIA reserves the right to modify, amend, or cancel the Usage Guidelines at any time in its sole discretion. You agree to periodically check the GIA website for changes to the Usage Guidelines.
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 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.

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 this 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 is in effect from time to time 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.

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 Report shall survive the termination of this Agreement. The parties acknowledge and agree that a court order shall not be required to give effect to 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 not be affected by these provisions and 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.

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, including without limitation, Sections 5.8 (Treated Articles; Breaches of Ethics), you agree to pay GIA, in addition to any other amounts due, GIA’s reasonable attorneys’ fees, costs, and other expenses incurred by GIA.

19. Reports and Invoice Terms; and Purchase Orders. You agree that any inconsistent or additional terms included in your purchase order(s) or other document(s) shall be disregarded.

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 any provision of this Agreement is found invalid or unenforceable, that part will be deemed modified 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.

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 in 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 that 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，您需签定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。任何一方提出提前三十（30）
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 Participant located in any of those countries, or to GIA Belgium and you are a consumer (the "Specified Country"). In the case of 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 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.

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.

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 to any deliver or ship Articles to GIA in any of the Specified Countries or any GIA LabDirect 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).

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), 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.

Dispute and arbitral proceedings related to the interpretation and application of this Agreement, and if you are located outside the United States, the 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 US Rules, the arbitration shall be conducted and administrated 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). The parties may agree to use another arbitral authority.

In any arbitration under this Agreement, and if you are located outside the United States, the 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 US Rules, the arbitration shall be conducted and administrated 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). The parties may agree to use another arbitral authority.

The decision 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 have the right to submit its oral arguments to the arbitrator(s) and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel in that 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 reached, explained 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 for an order confirming the award, and the court shall enter forthwith an order confirming the decision and award.

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 International 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 administrated by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." In the case of US Rules, the arbitration shall be conducted and administrated 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). The parties may agree to use another arbitral authority.

In any arbitration under this Agreement, and if you are located outside the United States, the 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 administrated by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." In the case of US Rules, the arbitration shall be conducted and administrated 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). The parties may agree to use another arbitral authority.
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.

24.3 Class Action Waiver. 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. 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.

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), 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 brought in small claims court in the United States, or (b) you initiate in small claims court in the United States; or (c) 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).

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. 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).

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 other party to the Dispute.

GIA is the applicant in any arbitration proceeding 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 to the Dispute. GIA and you agree not to disclose any confidential information or trade secrets in connection with an arbitration containing 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.

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 brought in small claims court in the United States, or (b) you initiate in small claims court in the United States; or (c) 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).

If you initiated a small claims court action, you must include with your court filing a copy of your written notice opting out of this arbitration. If you do not include the written notice with your court filing, then you will be deemed to have agreed to arbitration.

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), please read and retain the following information:

You may not commence any arbitration proceeding before the expiration of thirty (30) days from the date you signed the Agreement, unless you timely opt-out of this arbitration provision. If you opt-out of this arbitration provision, 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).

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 other party to the Dispute.
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.

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

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 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 counterparty 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 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 counterparts shall be deemed 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.

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.

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.

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.

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.

No beneficiary. 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.
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.

2. Forum Selection; Arbitration.

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.


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. Any such waiver shall be deemed irrevocable and shall apply to all Disputes submitted to arbitration under this Agreement.

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

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.

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.
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，任何交付期限延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:

- Shipping and insurance costs;
- Laser inscription at Consumer's request;
- Removal of an inappropriate inscription as determined by GIA;
- Adding an appropriate laser inscription if deemed necessary by GIA;
- Making available the appropriate Report after your request for an incorrect or inappropriate Report; and
- Fee for testing of Article of which nature was not disclosed.

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

- Cover Page;
- Client Agreement Terms and Conditions;
- Country specific Exhibit Belgium;
- GIA's policies and procedures regarding the submission and delivery of Articles (https://www.gia.edu/gem-lab-how-to-submit-gems);
- GIA's policies and procedures regarding Authorized Representatives (https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative); and
- GIA's policy regarding the appropriate Report to make available for specific Articles.

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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，应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 to 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 an 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 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 to reach agreement on reasonable 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 introduced 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.
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.

2. Forum Selection; Arbitration.

You hereby consent that all disputes, suits, actions, and claims ("Disputes") related to or arising out of this Agreement shall be referred to and resolved by the Japan Commercial Arbitration Association ("Rules") to be located in Tokyo, Japan, as provided in this Section. Any party may object to the application of the Rules by giving written notice thereof to the other party within thirty (30) days after the receipt of this document. The Rules shall apply to the arbitration of any Dispute under this Agreement, except to the extent the provisions of this Section vary therefrom.

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 reliance on the Anti-Social Forces; (3) a person who is engaged in a socially condemnable relationship with the Anti-Social Forces that is similar to the relationship defined in (2); (4) a person who cooperates and is involved with the maintenance or operation of any Anti-Social Forces' property; (5) a person who provides funding to any Anti-Social Forces or any similar act; or (6) a person who is engaged in a socially condemnable relationship with the Anti-Social Forces.

If you and GIA (and all third parties as the case may be) all make a written request to the arbitrator to consolidate certain claims, the arbitrator may agree to consolidate these claims. You agree not to act as a class representative or participate in a class action outside of Japan.

Unless otherwise agreed by the parties in writing, the decision and award of the arbitrator shall be final and binding upon the parties thereto. The decision and award may be enforced by a court of competent jurisdiction.

3. Exclusion of Anti-Social Forces.

"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 or above; or (2) a person who himself or herself is 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 fraud, or any other equivalent actions of law.

The arbitrator shall not award punitive damages or other damages provided in this Agreement. 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.

You hereby consent that all disputes, suits, actions, and claims ("Disputes") related to or arising out of this Agreement shall be referred to and resolved by the Japan Commercial Arbitration Association ("Rules") to be located in Tokyo, Japan, as provided in this Section. Any party may object to the application of the Rules by giving written notice thereof to the other party within thirty (30) days after the receipt of this document. The Rules shall apply to the arbitration of any Dispute 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. The decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages provided in this Agreement. This 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 of the arbitrator shall be final and binding upon the parties thereto. The decision and award may be enforced by a court of competent jurisdiction.

If you and GIA (and all third parties as the case may be) all make a written request to the arbitrator to consolidate certain claims, the arbitrator may agree to consolidate these claims. You agree not to act as a class representative or participate in a class action outside of Japan.
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，违约方应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。
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.

2. Arbitration.

In the event of there being any dispute or difference between the parties arising out of this Agreement, the said dispute or difference shall be 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. 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 have been 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.

If as a result of this Agreement you have matters not so resolved, or for any other reason, any of the parties may seek a court order. Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

If a party to the arbitration is a consumer within the meaning of the CPA, then such party may seek to have such arbitration conducted in terms of the CPA. You may apply to the appropriate court for relief if you believe the arbitration proceedings or the award is contrary to law.

Notwithstanding the above, the other parties agree to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is being instituted 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 a written letter to GIA, The Paragon, 1 Kramer Road, Bedfordview, Johannesburg, South Africa. 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 Small Claims Court of South Africa as described in this Exhibit.

Notwithstanding the above, the other parties agree to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is being instituted 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 a written letter to GIA, The Paragon, 1 Kramer Road, Bedfordview, Johannesburg, South Africa. 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 Small Claims Court of South Africa as described in this Exhibit.

Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration. 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 or expiring prescription in terms of the Prescription Act, 1969.

Any party may file a notice of withdrawal of arbitration agreement in terms of clause 2 that the dispute or difference shall be submitted to arbitration within 30 (thirty) days of written demand by a party who is not a consumer. If no such notice of withdrawal is served, the dispute shall be submitted to arbitration in terms of clause 2 that the dispute or difference shall be submitted to arbitration.

Notwithstanding the above, the other parties agree to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is being instituted 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 a written letter to GIA, The Paragon, 1 Kramer Road, Bedfordview, Johannesburg, South Africa. 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 Small Claims Court of South Africa as described in this Exhibit.

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The arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise prejudice 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, a class member, or otherwise participate in a class, consolidated, or representative proceeding without complying with the opt-out requirements above.

The arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise prejudice 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, a class member, or otherwise participate in a class, consolidated, or representative proceeding without complying with the opt-out requirements above.
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样做。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，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兰德地方分院的非专属管辖权。

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[本页其余部分特意留空]
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.

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 to and resolved by arbitration according to the rules prescribed hereunder. All Disputes submitted to arbitration under this Agreement shall be governed by the laws specified above. Nothing herein shall affect the rights of either party to institute or defend any action or proceeding in any court of competent jurisdiction for temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators and render the award only in the presence of the other party or by written delivery to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be promptly made 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 decision and 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 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.

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.

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