

Business Code (Terms and Conditions)

1. This Business Code shall apply to all customers (hereinafter referred to as „the Customer”) of the GemStar Gemstones Testing Laboratory Ltd. (hereinafter referred to as “GemStar”) who turn to GemStar for gemstone identification or other services (hereinafter referred to as “services”).
2. The Customer forwards the objects to be tested to the GemStar laboratory personally or through an authorized person, by his/her free will and at his/her own responsibility.
3. The test takes 3-5 days from the receipt of the object by the GemStar laboratory.
4. The Customer can order express services, i.e. to fulfill the test and issue the relevant certificate within 24 hours. In addition to the fees included in the Price List, GemStar levies a 50% extra fee for express services.
5. GemStar informs the Customer of the fee to be paid for its services before or on the receipt of the order at the latest.
6. The prepared certificate and other expert documents shall be given to the Customer together with the tested object against a receipt, after the invoiced fees have been paid in the premises of GemStar.
7. Companies requesting major orders can pay for the services by bank transfer to the following bank account of GemStar:

11600006-00000000-49195396

8. If GemStar cannot fulfill an order to a given deadline, it is obliged to inform the Customer of the delay.
9. The Customer is obliged to receive the work ordered and fulfilled to the due deadline, within 10 days. If this does not happen, GemStar shall send a registered notice with receipt acknowledgement to the Customer, at the Customer's expense. If the letter is returned with the notice “Unknown addressee” or any other notice, it shall be deemed to have been delivered under this Business Code. GemStar will store the objects and documents free of charge for 30 days from the original deadline. When the 30 days expire, GemStar shall send again a registered request with receipt acknowledgement to the Customer asking it to receive the fulfilled work. Further, GemStar shall levy an extra storage fee equal to the commercial interest which is twice the basic interest rate of the central bank.
10. GemStar ensures the storage under the above-described conditions for no longer than 6 months. When this deadline expires, the stored objects become freely saleable. The money received from the sales shall be transferred to a lawyer's deposit account after the receivables of GemStar have been deducted.
11. GemStar registers and numbers the certificates and their possible annexes and other expert documents issued by it. Only documents supplied with registration numbers, signatures and convex seals shall be deemed to be original. It is prohibited to arbitrarily change, correct or supplement the certificates.
12. Documentation of the gemstone identification process is the sole purpose of the certificates issued by GemStar. GemStar does not accept any responsibility for the use of the certificates by any other third persons for whatsoever purposes and for the losses caused thereby.

13. The gemological, geological, chemical, physical and other information not listed here which has been gained during the testing processes is the exclusive property of GemStar and it can be freely published and used for the purposes of scientific research.
14. The removal of the mounted gemstones from their settings shall be carried out by the Customer or as ordered by him/her, at his/her own expense and responsibility. If necessary, at the Customer's request, GemStar can have the gemstones removed and remounted by an external jeweler. GemStar does not accept any responsibility for the possible damages caused during the removal and remounting of the gemstones.
15. GemStar undertakes the safe storage of the gemstones and jewels being in its laboratory for testing purposes and guarantees their proper handling. GemStar accepts all responsibility for the losses and damages caused by the improper or negligent handling of the gemstones in its custody.
16. GemStar does not accept any responsibility for losses and damages caused by force majeure (natural disaster, fire, explosion, terror attack, etc.). In case of losses or damages caused by a third party GemStar and the Customer shall act together in the interest of obtaining the necessary compensation.
17. GemStar reserves the right to change this Business Code but it is obliged to inform the Customer of this fact before the order is received.
18. GemStar and the Customer shall try to arrange all disputes arising between them in a peaceful way, through negotiations. If a dispute must be decided by means of legal action, GemStar and the Customer accept the exclusive competence of the Central District Court of Pest as the court acting in the region of the registered office of GemStar.

Compiled on 1 July 2011

GemStar Gemstones Testing Laboratory Ltd.
1089 Budapest, Gaál Mózes u. 5-7., 2nd floor, 214
Registry No.: 01-09-964697 at the Budapest
Metropolitan Court as Registry Court