

## Client Agreement

This Agreement has been entered into by the undersigned Client ("Client") to induce JES Jewelers/JES Jewelers Gemological Lab Services to perform Services on Articles to be delivered by the Client to JES JEWELERS/JES JEWELERS GEMOLOGICAL LAB SERVICES THIS AGREEMENT APPLIES TO ALL ARTICLES DELIVERED ON THIS DATE AND AT ANY TIME HEREAFTER BY THE CLIENT TO JES JEWELERS AND TO ALL RECEIPTS FOR, AND REPORTS ON, SUCH ARTICLES THAT MAY BE PERFORMED OR ISSUED BY JES JEWELERS/JES JEWELERS GEMOLOGICAL LAB SERVICES For purposes of this Agreement, the term "Article" means any diamond, gem material or other article of any kind delivered on this date and at any time hereafter by the Client to JES Jewelers/JES Jewelers Gemological Lab Services, the term "Receipt" means any receipt issued by JES Jewelers/JES Jewelers Gemological Lab Services for an Article, and the term "Report" means each of the Grading Report, the identification Report, or any other Report issued by JES Jewelers/JES Jewelers Gemological Lab Services that describes an Article and each verification, update, or supplement to such Report, and the term "Services" means services performed by JES Jewelers/JES Jewelers Gemological Lab Services including grading, testing, examining, and/or issuing Reports. The Client acknowledges that by accepting delivery of an Article, and by performing Services on that Article, all for a relatively small fee compared with the present and potential value of that Article, JES Jewelers/JES Jewelers Gemological Lab Services is and will be acting in reliance on and in consideration of the following terms and conditions:

(1) JES Jewelers/JES Jewelers Gemological Lab Services shall maintain a Safety & Protection Assurance policy to insure an article against loss or damage by the flowing, but is not limited to the flowing: Keyed & coded safe, full security systems, and policies regarding one person handling an article at one time. The Client agrees (I) that the stated assurance policy is sufficient, and therefor JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents shall not be liable for any loss of, misdelivery of, or damage to that article, even if caused by or resulting from the negligence or other fault of JES Jewelers/JES Jewelers Gemological Lab Services or any of its Employees or Agents and (II) that in any event, JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents shall not be personally liable for any such loss of, misdelivery of, or damage to that article.

(2) JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents shall not be liable for, and client agrees to indemnify and hold harmless JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents against any loss, damage, or expense resulting from any error in or omission from any report or from the issuance of or use of any report even if the loss, damage or expense was caused by or resulted from the negligence or other fault of JES Jewelers/JES Jewelers Gemological Lab Services or any of its Employees or Agents.

(3) The client hereby releases and discharges JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents from any and all claims and demands whatsoever, including claims and demands for the negligence or other fault of JES Jewelers/JES Jewelers Gemological Lab Services or any of its Employees or Agents for (I) any error in or omission from a report, the issuance or use of a report, and/or Any error in or omission from a report caused by the acts of others.

(4) The client agrees that in any event, JES Jewelers/JES Jewelers Gemological Lab Services and its Employees and Agents shall not be liable for special or consequential damages with respect to any of the foregoing matters, even if advised of the possibility of such damages.

(5) The client also agrees (I) to assume responsibility for all amounts charged to the Client's account, (II) to pay to JES Jewelers/JES Jewelers Gemological Lab Services when due the balance of the Client's account and (III) to pay late fees of 15% per month on all amounts not paid when due.

(6) The client hereby authorizes JES Jewelers/JES Jewelers Gemological Lab Services to deliver an Article to any person presenting the Receipt for that Article, unless written notice to the contrary shall have been received by JES Jewelers/JES Jewelers Gemological Lab Services prior to delivery.

(7) Should JES Jewelers/JES Jewelers Gemological Lab Services retain attorneys to recover any amounts due under this Agreement, whether or not suit is fixed, or to represent JES Jewelers/JES Jewelers Gemological Lab Services in connection with any legal proceeding involving a Report, in which JES Jewelers/JES Jewelers Gemological Lab Services is not a party and the client is a party, Client agrees to pay JES Jewelers/JES Jewelers Gemological Lab Services in addition to any other amounts due, its attorneys' fees, costs and other expenses thus incurred.

(8) Any and or all information regarding the jewelry and or gemstone(s) submitted by eBay users may be disclosed to eBay. The Client has read this Agreement and agrees that this Agreement shall be governed by the laws of the state in which JES Jewelers/JES Jewelers Gemological Lab Services accepts delivery of an Article, or if JES Jewelers/JES Jewelers Gemological Lab Services accepts delivery of an Article outside the United States, by the laws of the State of Arizona, and shall supersede all previous inconsistent agreements and understandings between the Client and JES Jewelers/JES Jewelers Gemological Lab Services regarding the matters described above. The undersigned is the Client or has been duly authorized to bind the Client by this Agreement.

(9) At time of confirmation of fees for JES Jewelers/JES Jewelers Gemological Lab Services the user has the right to refuse the intended service.

## **Terms, Conditions, and Limitations**

This report is not a guarantee, the facility providing this Report ("JES Jewelers/JES Jewelers Gemological Lab Services") has made no representation or warranty regarding this report, the article described herein. This Report contains only the characteristics of the article described herein after it has been graded, tested, examined, and/or analyzed (collectively, "examination" or "examined") using the techniques and equipment used by JES Jewelers/JES Jewelers Gemological Lab Services at the time of the examination. The results of any other examination performed on the article may differ depending upon (I) when, how and by whom the article is examined and (II) the changes and improvements in techniques and equipment that may have occurred which may enable an examiner to detect, among other things, the use of processes for altering the characteristics of an article which was previously undetectable by JES Jewelers/JES Jewelers Gemological Lab Services, or alterations which become reversible, even if the process remains undetectable.

The recipient agrees and acknowledges that JES Jewelers/JES Jewelers Gemological Lab Services has provided this Report for a small fee compared to the present and potential value of the article described herein only because this Report are subject to the following limitations on the liability of JES Jewelers/JES Jewelers Gemological Lab Services and the limitations described in the agreements pursuant to which this Report are made, all of which extend to the Client for whom the Report were prepared and to every other person to whom this Report is distributed or shown:

**(1) TO THE EXTENT PERMITTED BY APPLICABLE LAW, JES JEWELERS/JES JEWELERS GEMOLOGICAL LAB SERVICES AND/OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE RESULTING FROM ANY ERROR IN OR OMISSION FROM THIS REPORT OR FROM THE ISSUANCE OF OR USE OF THIS REPORT, EVEN IF THE LOSS, DAMAGE OR EXPENSE WAS CAUSED BY JES JEWELERS/JES JEWELERS GEMOLOGICAL LAB SERVICES AND (2) IN ANY EVENT, JES JEWELERS/JES JEWELERS GEMOLOGICAL LAB SERVICES AND/OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, RESULTING FROM ANY ERROR IN OR OMISSION FROM OR FOR THE ISSUANCE OF OR USE OF, THIS REPORT, OR FOR ANY ERROR IN OR OMISSION FROM THIS REPORT CAUSED BY THE ACTS OF OTHERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

As a protection to the public and JES Jewelers/JES Jewelers Gemological Lab Services, this Report, the name, trademarks, service marks and logos of JES Jewelers may not be used in whole or in part for purposes of advertising, publicity or promotion, and this Report may not be referred to as a guarantee.

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