



This Client Agreement (the “Agreement”) consists of (i) this Signing Page, (ii) the attached General Terms and Conditions (the “Terms and Conditions”) and (iii) any applicable country specific Exhibit(s) referenced below. 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.

This Agreement is entered into by the undersigned Client (the “Client”) and the relevant national entity of the International Gemological Institute group as mentioned hereafter:

**Belgium.** If the Client delivers or ships Articles to International Gemmological Institute BV, with company number 0415.201.273 and located in Antwerp, then this Agreement will be between Client and International Gemmological Institute BV for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemmological Institute BV for purposes of this Agreement with respect to such Articles and Services.

**USA.** If the Client delivers or ships Articles to International Gemological Institute, Inc., with company number 22-2272787 and located in New York, then this Agreement, including without limitation Exhibit USA attached hereto, will be between Client and International Gemological Institute, Inc. for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemological Institute, Inc. for purposes of this Agreement with respect to such Articles and Services. For the avoidance of doubt, Exhibit USA will only apply if this Agreement is between Client and International Gemological Institute, Inc.

**India.** If the Client delivers or ships Articles to International Gemmological Institute (India) PVT LTD, with company number AAACI6824P and located in Mumbai, then this Agreement will be between Client and International Gemmological Institute (India) PVT LTD for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemmological Institute (India) PVT LTD for purposes of this Agreement with respect to such Articles and Services.

**China - Hong Kong.** If the Client delivers or ships Articles to International Gemological Institute (KH) Limited, with company number 911434 and located in Hong Kong, then this Agreement will be between Client and International Gemological Institute (KH) Limited for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemological Institute (KH) Limited for purposes of this Agreement with respect to such Articles and Services.

**Israel.** If the Client delivers or ships Articles to International Gemological Institute (Israel) LTD, with company number 512154857 and located in Israel, then this Agreement will be between Client and International Gemological Institute (Israel) LTD for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemological Institute (Israel) LTD for purposes of this Agreement with respect to such Articles and Services.

**Thailand.** If the Client delivers or ships Articles to International Gemological Identification (Thailand) Ltd., with company number 0105540053361 and located in Bangkok, then this Agreement will be between Client and International Gemological Identification (Thailand) Ltd. for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemological Identification (Thailand) Ltd. for purposes of this Agreement with respect to such Articles and Services.



**United Arab Emirates.** If the Client delivers or ships Articles to International Gemological Institute DMCC, with company number DMCC-31401 and located in Dubai will be between Client and International Gemological Institute DMCC for purposes of such Articles and the related Services and the term “IGI” shall mean and be limited to International Gemological Institute DMCC for purposes of this Agreement with respect to such Articles and Services.

THIS AGREEMENT APPLIES TO ALL ARTICLES DELIVERED ON THE EFFECTIVE DATE OF THIS AGREEMENT AND AT ANY TIME HEREAFTER BY OR FOR THE CLIENT TO IGI, AND TO ALL SERVICES FOR, INSCRIPTIONS ON, RECEIPTS FOR, AND REPORTS ON SUCH ARTICLES THAT MAY BE PERFORMED OR ISSUED BY IGI AFTER THE 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 AS PROVIDED IN SECTION 18, “AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS”. ANY AND ALL PRIOR CLIENT AGREEMENTS ARE HEREBY TERMINATED, PROVIDED THAT SUCH PRIOR AGREEMENT(S) WILL CONTINUE TO APPLY TO ARTICLES SUBMITTED TO IGI PRIOR TO THE DATE OF THIS AGREEMENT AND TO THE SERVICES PERFORMED BY IGI RELATED TO SUCH ARTICLES.

The undersigned is the Client or a duly authorized representative on behalf of the Client who has the right to bind the Client by this Agreement and has affixed his/her signature (as the case may be, together with a stamp of the Client) as of the date set forth below (the “Effective Date”).

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State/Province, Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By signing this page, the Client expressly agrees with the Agreement (as defined above), including the Terms and Conditions and the country specific Exhibit(s) as attached to this Signing Page.



**GENERAL TERMS AND CONDITIONS OF INTERNATIONAL GEMOLOGICAL INSTITUTE**

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## **1. General**

These General Terms and Conditions apply to all Services for, inscriptions on, receipts for, and Reports on Articles, performed or issued by IGI, unless specific terms and conditions are stipulated in a separate written agreement.

Any general terms and conditions of the Client or other contractual parties are hereby excluded. This will be the case even if (i) these have been communicated to IGI before the communication of these General Terms and Conditions to the Client concerned and/or if (ii) such conditions expressly exclude the applicability of conflicting terms and conditions.

Stipulations varying from these General Terms and Conditions are valid only if they have been agreed in writing and accepted by a person who is authorized to represent IGI, and if such variations have been precisely included in a specific agreement. A varying stipulation cannot in any case be deduced from the failure of IGI to respond or make an objection.

## **2. Definitions**

Unless the context indicates otherwise, the following terms shall have the stated meaning in these General Terms and Conditions:

"Article(s)" means any diamond, gemstone material or other Article of any kind including but not limited to jewelry, colored stones, pearls and/or laboratory grown diamonds delivered by or on behalf of the Client to IGI.

"Client" means any (legal or physical) person (as the case may be represented by a representative), whose name will appear on the Receipts issued by IGI to the Client.

"Employee" means any person employed by IGI.

"Force Majeure" means a situation in which the performance of the Agreement by IGI is wholly or partially, temporarily or otherwise, prevented by circumstances beyond IGI's control, even if this circumstance could already have been foreseen at the time the Agreement (as well as any other agreement between the Client and IGI) was concluded, including without limitation due to any act of God, act or decree of governmental or military bodies, quarantine, lockdown, shelter in place or similar order or decree of a governmental body, fire, casualty, flood, earthquake, war, strike, lockout, epidemic or pandemic (including without limitation the COVID-19 virus), riot, insurrection, or any other cause beyond the reasonable control of IGI.

"IGI" shall have the meaning set forth on the Signing Page.

"Inscription" means any laser inscription by IGI on an Article.



"Intellectual Property Rights" means all Intellectual Property Rights of any kind whatsoever, including without limitation, patents, trademarks, rights in designs, trade names, present and future copyrights, whether or not any of these are registered and including applications for any such right or registration thereof, trade secrets, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these.

"Parties" means the Client and IGI collectively, and "Party" means either one of them, as the context may require.

"Receipt" means any Receipt issued by IGI to the Client in respect of an Article.

"Report" means any and all grading Reports, identification Reports, audit Reports, appraisal Reports, or any other Report or interim report issued by IGI that describes an Article as well as each verification, update, or supplement to any such Report.

"Services" means all Services performed by IGI including but not limited to grading, testing, examining, laser inscribing, photography, engraving, repair, light return and/or the issuing of Reports as well as all other related services.

### **3. The Receipt**

3.1. Following delivery of the Article to IGI, either in person, by carrier or by shipment, the Client will receive either a Receipt or a Receipt number. The original Receipt must be returned by the Client to IGI, or the Receipt number must be communicated by the Client to IGI, as a condition to receipt of the Article by the Client. IGI reserves the right to impose other reasonable security measures in connection with the return of the Article to the Client.

3.2. By accepting the Receipt or Receipt number, the Client further acknowledges that IGI will act under the terms of this Client Agreement, including these General Terms and Conditions, all for a relatively small fee compared with the present and potential value of the Article.

3.3. In case an original Receipt has been handed over to the Client but, for any reason, the original Receipt has been misplaced or lost by the Client, or the Receipt number has been misplaced or lost by the Client, IGI will, at its sole discretion, be entitled to choose either not to give back the Article to the Client until such time as the Client locates the original Receipt or Receipt number or to give back the Article to the Client under the condition that the Client signs a special form satisfactory to IGI in its sole discretion acknowledging the Client's liability, agreeing to indemnify and hold harmless IGI and its Employees for any losses or liabilities and releasing IGI and its Employees from any liability or responsibility, in each case which may result from IGI returning the Article to the Client without the Client having presented the original Receipt or Receipt number.



#### **4. Transport of the Articles and loss of an Article while in IGI's possession**

4.1. All risks related to Articles delivered to IGI by the Client, this during transport to IGI (including shipment to and/or from sub-contractors), are the Client's responsibility. The Articles must be insured to full value by the Client. In case the Client requests IGI to return the Articles by any means of transport, the Articles must also be insured to full value by the Client.

4.2. IGI shall insure an Article against loss while in IGI's possession by a standard form jewelers block insurance policy and a standard form fidelity insurance policy, up to a maximum of ten (10) times the fee IGI is entitled to receive for the related Service.

The Client agrees that the liability of IGI and its Employees for any loss of an Article while in IGI's possession will be limited to the highest of the following amounts: (i) the amount effectively paid by IGI's insurance for the loss of the Article concerned or (ii) ten (10) times the fee IGI is entitled to receive for the related Service.

#### **5. Return of Articles**

5.1. The Client agrees that IGI may return all Articles shipped / delivered to IGI by the Client, by using the same carrier that was used by the Client.

5.2. The Client authorizes IGI to deliver any Article to any person appointed by the Client (verbally or in writing) submitting the original Receipt as the duly authorized representative and/or agent of the Client.

5.3. Delivery terms agreed upon between the Parties are non-binding. However, IGI will inform the Client in case the agreed delivery date cannot be met.

5.4. IGI may, in its discretion, refuse to perform Services for certain Articles. In such case, IGI will return the Article to the Client, unless this would be prohibited by applicable law.

#### **6. Photographs of Articles**

The Client acknowledges that IGI is entitled to make or use photographs of the Articles. IGI shall be the sole and exclusive owner of all Intellectual Property Rights in the photographs that it takes of the Articles.

#### **7. IGI Reports**

The Reports delivered under this Client Agreement are delivered in a digital or physical form. The Reports must be used and interpreted in their entirety and are protected by Intellectual Property Rights whereby the use of the Reports by the Client is subject to the provisions of Section 11 of the General Terms and Conditions.



## **8. Prices and conditions**

8.1. All of IGI's prices exclude any local applicable taxes and other indirect taxes, unless expressly stated otherwise. IGI's pricing information is available upon request. IGI's prices are freely determined by IGI and do not depend on derived values of the Article.

8.2. IGI will render an invoice to the Client in the country where the Client delivered the Article to IGI. IGI's prices are recorded in the local currency or the currency agreed by both Parties in which case they will be converted into that currency using the exchange rate at the time of issuance of the invoice. Invoices must be paid in the currency indicated on the invoice. The Client bears any currency exchange risk.

8.3. Any quotation or estimation of the price for a Service is only an estimate and is based on the exchange rate in effect at the time of the quotation. The price payable by the Client for the Services will be the actual price determined after completion of the Services by IGI and once the applicable exchange rate has been applied at the time of issuing the invoice.

## **9. Payment method and terms**

9.1. Unless stated otherwise on the invoice, IGI's invoices must be paid in full before or when the delivery is made. In any case the invoiced amount must be credited to IGI's account by no later than the due date, without the deduction of any banking or other costs.

9.2. Payment must be made by bank transfer or by another generally accepted payment method, it being understood that IGI expressly reserves the right to refuse cheques and bills. Drawing and/or accepting bills or other marketable instruments does not constitute novation and is not a deviation from these General Terms and Conditions.

9.3. Regardless of what has been agreed with regard to payment terms, IGI is entitled to require adequate security from the Client before delivery. If this security is not provided at all or satisfactorily (to be determined at IGI's sole discretion) within the period stipulated by IGI, IGI will be entitled to suspend or cancel the performance of its obligations (including delivery). IGI will not be liable in any way for any damage that may arise for the Client from this suspension or cancellation.

9.4. If payment is not made within the payment period mentioned on the invoice or, in case the invoice does not mention such payment period, within 30 (thirty) calendar days of the invoice date, the Client will be regarded as being in default by operation of law and without any prior notice of default from IGI. In this case, the Client must pay interest to IGI as from the date of its default at 12% per annum, calculated on the basis of the 365 day year or, in case the highest interest rate permitted by applicable law is lower than 12% per annum, the highest interest rate under the national applicable law.

9.5. If payment is not made by the due date, IGI will be entitled to suspend all current Services without notice. Further, IGI will be entitled to exercise a lien on any and all Articles of the Client in possession of IGI until full payment of all outstanding invoices, including any interest, is made.



9.6. If the Client has not paid an invoice by the due date, other amounts owed by the Client that are not yet due will become due and payable by operation of law and without any prior notice of default.

9.7. The Client is not entitled to, and hereby waives any right to, apply any deduction to, or set-off against, the outstanding invoices on the basis of a counterclaim against, or other claimed liability of, IGI.

## **10. Complaints - Liability - Warranty**

### 10.1. Complaints relating to the Article(s)

10.1.1. Following return of the Article by IGI, the Client is obliged to inspect the Article without delay. In case the Client believes there is any discrepancy between (the status of) the Article submitted to IGI and (the status of) the Article returned by IGI, the Client must notify IGI in writing within five (5) business days from the day of return of the Article and in any case before transferring the Article by any means to a third party (even if the transfer to a third party takes place before the aforementioned five (5) business days). After the above period, such claims will no longer be entertained by or lead to any liability on the part of IGI.

10.1.2. Making a complaint as referred to in this provision, does not lead to the suspension of the payment obligation for the return of the Article or entitle the Client to any compensation or right to set off the relevant invoice.

### 10.2. Liability regarding the Services

10.2.1. The Client understands and agrees that IGI has delivered its Services, including its Reports for a small fee compared to the present and potential value of the Articles referred to.

In view of the aforementioned, without prejudice to the other provisions of these Terms and Conditions or any other contractual document and to the extent permitted by law, IGI's liability whether in tort (including for negligence and gross negligence), in contract, or otherwise, for any direct or indirect damages of whatever nature and however caused (including but not limited to special, consequential, incidental, punitive, exemplary or statutory damages, loss of revenue, loss of profit or loss of time) shall – except in case of fraud and willful misconduct by IGI – be limited to the highest of the following amounts: (i) the amount effectively paid by IGI's insurance for the damages concerned or (ii) ten (10) times the fee IGI is entitled to receive in connection with the Services delivered by IGI regarding the Article concerned.

Moreover, in case of gross or intentional negligence committed by IGI's Employees within the scope of their professional activities, IGI's liability whether in tort, in contract, or otherwise, for any direct or indirect damages of whatever nature and however caused (including but not limited to special, consequential, incidental, punitive, exemplary or statutory damages, loss of revenue, loss of profit or loss of time) shall be limited to the highest of the following amounts: (i) the amount effectively paid by IGI's insurance for the damages concerned or (ii) ten (10) times the fee IGI is entitled to receive in connection with the Services delivered by IGI regarding the Article concerned.





10.2.2. To the extent that IGI relies on the cooperation, services and deliveries of third parties in the performance of its obligations, IGI shall not be liable for any damages and losses arising from their default, including their gross negligence or intentional misconduct.

10.2.3. The Client shall indemnify IGI against third-party claims in relation to the Services performed by IGI to the Client.

10.2.4. Without prejudice to the other provisions of these Terms and Conditions and without prejudice to the obligation of the Client to notify IGI within the time limits of provision 10.1.1 in case the Client believes there is any discrepancy between (the status of) the Article submitted to IGI and (the status of) the Article returned by IGI, any claim for damages by the Client against IGI must be notified to IGI in writing within 2 months after the facts on which the claim is based, were known by the Client or could reasonably have been known by the Client. The aforementioned claim(s) must, in any case, be brought before the competent arbitration tribunal within a period of 1 year after the facts on which the claim is based, were known by the Client or could reasonably have been known by the Client and in any event, within 3 years after return of the Article or termination of the Services performed by IGI to the Client.

### 10.3. Nature and qualification of the Services

10.3.1. Without prejudice to the provisions of Section 10.2, the Client acknowledges (a) that a Report only entails an opinion by IGI on an Article, following the results of the Services performed by IGI on an Article, using equipment possessed by IGI and techniques known to IGI at the time of examination of the Article by IGI and (b) that opinions may vary as to the characteristics covered in this Report depending on when, how and by whom (including the gemologist preparing the Report) the Article is examined and the techniques and equipment that have been used by different laboratories. In this respect, the Client expressly acknowledges that different laboratories can express different opinions on Articles.

Hence, neither IGI nor its Employees shall, at any time, be held responsible for any discrepancy which may result from the application of other grading and/or identification methods or the subjective judgments of gemologists conducting an examination. Neither IGI nor any member of its staff can further be held liable in any way in case the analysis reflected in a Report deviates from the analysis the Client expected.

10.3.2. IGI operates as an independent laboratory and has no financial interest in the sale or purchase of any Article. IGI does not agree to purchase or replace the Article and a Report of IGI can in no event and under no circumstances be interpreted or considered as an effort to purchase or replace the Article. In case IGI expresses value(s) in its Reports, such value(s) expressed in the Reports are based on the appraiser's best judgment and opinion and is not a representation or warranty that the Article(s) will realize that value when the Article(s) is offered for sale at auction or otherwise. The value(s), if expressed, is (are) based on current information, excluding federal, state or local taxes, on the date indicated and no opinion will be expressed as to any past or future value unless otherwise expressly stated.

10.3.3. IGI acts in an independent manner with respect to all Reports issued by IGI, and no principal of IGI has any direct or indirect financial or other material interest (i) in the person of the submitter of the Article and/or (ii) in the Article itself submitted for valuation and/or evaluation.



10.3.4. An Inscription does not guarantee the identification, quality, origin or source of an Article. Client acknowledges that an Inscription may be simply removed by polishing without any variation in weight or other parameters.

10.3.5. Inscriptions consisting of a trademark, service mark, logo, words, characters or symbols, other than an IGI Report number or an IGI trademark, service mark or logo, are solely attributable to the Client and cannot be considered as an indication or determination by IGI.

10.3.6. When a Client requests an Inscription on an Article, then the Client warrants and represents to IGI that the Client has the right to have IGI inscribe any requested trademark, brand name, service mark, logo, words, characters or other symbols comprising such Inscription on the Article. Client will indemnify IGI and hold IGI harmless against any claim made against IGI in this respect.

10.3.7. IGI disclaims all express, implied, and statutory warranties, including but not limited to, the implied warranties for fitness for a particular purpose, merchantability, and non-infringement. Client further agrees that no information included on IGI's website or in IGI's informational or promotional materials or communicated verbally by IGI shall be deemed a representation or warranty by IGI. The Client hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

10.3.8. Each of the above limitations, as well as – if the case may be – other limitations agreed upon in connection with IGI's Services, extends both to the Client for whom the Report was prepared, and to every other person to whom the Report or the Article described therein, is distributed or shown.

## **11. Intellectual Property**

11.1. The Client acknowledges and agrees that all Intellectual Property Rights relating to Inscriptions, Receipts and Reports of the Articles are and remain the sole and exclusive properties of IGI, and/or, if applicable, its divisions and/or subsidiaries. Nothing in the General Terms and Conditions shall be construed as granting, or an undertaking to subsequently grant, to the Client any license, right, title or interest in the Intellectual Property Rights. The Client shall not in any manner represent that it has any ownership in any of the Intellectual Property Rights or any registration thereof.

11.2. The Client undertakes to fully respect the Intellectual Property Rights of IGI. The Client is not permitted to use the Intellectual Property Rights without the prior written consent of IGI. The Client undertakes not to apply for, nor register any Intellectual Property Rights of IGI or any parts thereof, as a trademark, patent, design or as any other Intellectual Property Rights of IGI.



## **12. Irradiated Articles, Rough or Partially Rough Diamonds – IGI's Compliance with Laws**

12.1. The Client acknowledges that certain governmental/regulatory agencies, committees, boards and entities regulate, license, and set standards for the treatment of irradiated Articles and that IGI endeavors to comply with all such regulations. In case IGI determines that an Article has a certain level of radioactivity that exceeds the permitted standards, IGI will notify the Client hereof and IGI will follow its applicable procedures for handling irradiated Articles, including endeavoring to comply with the requirements of the applicable regulatory bodies.

12.2. The Client acknowledges and agrees that IGI may not be permitted to return an Article to the Client when the Article disposes of an excessive level of radioactivity, and that IGI may be obligated to transfer the Article to an entity authorized to receive irradiated Articles, and that IGI will have no further responsibility or liability whatsoever with respect to the Article.

12.3. In addition, the Client acknowledges and agrees that IGI may not be permitted to return a rough or partially rough diamond to the Client in case the Client did not send the Article to IGI in compliance with the required Kimberley process documentation and/or the Client did not follow the required process in relation to the Article. In such event, IGI may be obligated to notify and deliver the Article to the appropriate government agency. IGI will, however, have no further responsibility or liability whatsoever with respect to such Article. The Client's only recourse is with the government or trade organization in receipt of such notification and/or Article. The Client further agrees to indemnify and hold harmless IGI as well as IGI's Employees from the results of such notification and from the delivery of such Article to the government or trade organization.

12.4. Furthermore, IGI's compliance with any other laws, regulations or court orders regarding any Article, will not entail a breach of this Agreement (or any other agreement) by IGI.

12.5. IGI's liability, as well as the liability of IGI's Employees, for any claims, loss, demand, damage, cost and/or expense for personal injury resulting from exposure to a radioactive Article submitted to IGI, even if the loss, claims, demand, damage, cost and/or expense relating thereto was caused by or resulted from the negligence or other fault of IGI or any of its Employees, shall be limited to the fee IGI is entitled to receive in connection with the Services delivered by IGI regarding the Article concerned.

## **13. Treated and Processed Articles**

13.1. The Client agrees that IGI may test an Article, including but not limited to chemical analysis or other laser ablation techniques to determine whether the Article is from natural, synthetic or mixed origin or whether it has been treated or processed, even if the Client did not request such testing as a part of the Services.

13.2. IGI may, at its sole discretion, include an Inscription on any Article that IGI reasonably believes to be synthetic, treated, or processed, specifying the results of such IGI testing, even if the Client did not request such Inscription as a part of the Services and the Client hereby agrees to pay for any such Inscription.



13.3. If the Client submits an Article to IGI and does not disclose to IGI in writing at the time of submission that such Article is synthetic or that it has been treated or processed, IGI may, at its sole discretion, notify law enforcement agencies, the World Federation of Diamond Bourses or any local bourses, or other appropriate government or trade organizations, of this submission and IGI may retain and turn over the Article at the request of such agency or organization for further investigation. In such event, the Client's only recourse is with the government or trade organization. The Client agrees to indemnify and hold harmless IGI as well as IGI's Employees from the results of such notification and from the delivery of such Article to the government or trade organization.

13.4. If the Client submits an Article to IGI and does not disclose to IGI in writing at the time of submission that such Article is synthetic or that it has been treated or processed, then IGI may, at its sole discretion, charge the Client a fee in accordance with IGI's then-current fee structure/schedule for testing the Article to determine whether it is synthetic, treated or processed. The Client agrees to pay all such fees. IGI may change such fees or the method for determining such fees from time to time at its sole discretion. Upon Client's request, IGI will provide to Client the then-current fees and fee schedule for such testing. In case the client did not disclose to IGI in writing at the time of submission that such Article was synthetic, treated, or processed the Client agrees to indemnify and hold harmless IGI as well as IGI's Employees from and against any loss, damage, liability, cost and expense incurred by IGI (including attorneys' fees) arising out of, related to or resulting from third party claims that an Article submitted by the Client is synthetic, treated or processed.

13.5. The Client acknowledges that the techniques and technology used by IGI for testing Articles are continuously evolving and include certain subjective elements. As a result, it might not be possible in all cases to determine whether an Article has been processed or treated using IGI's then-current techniques and technology and IGI makes neither representations nor warranties to the Client in this regard. IGI will not be liable to the Client or any third party for IGI's failure to detect whether an Article has been processed or treated or for IGI's inaccurate determination that an Article was treated or processed.

#### **14. Law Enforcement Requests and Competing Claims of Ownership**

The Client acknowledges that in connection with the performance of certain Services, IGI may map an Article. The Client further acknowledges that, from time to time, domestic and/or international law enforcement agencies might provide IGI with the notice that a particular Article was stolen or is of specific interest to the law enforcement agency, or a third party might provide IGI with the notice that a particular Article was stolen or may be owned by a third party. If IGI receives an Article with a similar map as the Article that is the subject of such notice from a law enforcement agency or a third party, then, notwithstanding anything to the contrary in this Agreement, IGI may, and is hereby authorized to, hold such Article and inform the applicable law enforcement agency and/or any interested third party with a competing claim of ownership. IGI will comply with any and all requests from a law enforcement agency and orders or directives from any court having jurisdiction over IGI regarding the ownership, holding or other disposition of such Article. IGI may provide to the law enforcement agency the Article and the name and address of the Client, or provide to the third party the name and address of Client.



IGI may require the Client or the third party to obtain a court order or directive from law enforcement with respect to IGI's disposition or return of the Article. IGI will have no liability to the Client in connection with IGI's compliance with any request from a law enforcement agency, court order or directive, or otherwise in connection with its actions under this Section. The terms in this Section shall survive the termination of this Agreement.

### **15. Cession and Assignment**

15.1. The Client shall not be entitled to cede or assign any of its rights or obligations in terms of this Agreement (as well as any other agreement between the Client and IGI) to any third party without the prior written consent of IGI, which consent shall not be unreasonably withheld or delayed.

15.2. IGI shall be entitled to cede or assign its rights and obligations to any entity without the consent of the Client.

### **16. Force Majeure**

IGI shall, legally, be released and not be obliged to fulfil any obligation towards the Client in the event of Force Majeure. IGI is not obliged to prove the incalculable and unforeseeable nature of the circumstance constituting Force Majeure. In the event of Force Majeure, the obligations of IGI shall be suspended. In such a case, the Parties shall use all reasonable endeavors to mitigate the consequences of a Force Majeure. If the Force Majeure lasts longer than 2 (two) months, IGI will be entitled to dissolve the Agreement without judicial intervention, without being liable to pay any compensation to the Client.

### **17. Good Faith**

The Parties declare to observe the utmost good faith with respect to the execution or performance of the Agreement (as well as any other agreement between the Client and IGI).

### **18. Amendments to the General Terms and Conditions**

IGI reserves the right to amend the General Terms and Conditions at any time. Amendments take effect one month after their communication by written notice to the Client. If the Client does not wish to accept the amendments to the General Terms and Conditions, it will be entitled, until the date on which those amendments come into effect, to terminate the contractual relation with IGI by registered letter. Once the amendments have entered into effect, the Client will be deemed to have – tacitly and unmistakably – accepted them.



## **19. Severability and Invalidity**

19.1. If one of the provisions of this Agreement (or any portion thereof) is/are void, invalidated or unenforceable by any court or agency of competent jurisdiction, this will not affect the validity or enforceability of any other provision of this Agreement (or the remaining portion thereof), which shall remain in full force and effect. In such an event, the parties shall negotiate in good faith with a view to replacing the provision at issue by a different provision that restores the initial balance of rights and obligations between the parties to the fullest extent possible.

19.2. Client agrees that if any of the restrictions contained in the provisions of these Terms and Conditions shall be nullified or adjusted by a court or other judicial authority on the ground that such provision is beyond what is permissible under applicable law in circumstances in which the same would be permissible if some part thereof were deleted, amended or reduced, such provision shall apply with such modification as would be necessary to make it valid and effective.

## **20. Governing Law and competent courts**

20.1. IGI's Services are governed by the laws of the country where the Articles were delivered to and accepted by IGI, without reference to applicable conflicts of laws principles of such country.

20.2. Any disputes arising out of or in relation with our Services shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by an arbitral tribunal composed of three arbitrators appointed in accordance with those Rules of Arbitration. The seat of the arbitration shall be the town or city where the registered office of IGI is located. The arbitration shall be conducted in the English language.