



Certification / Valuation Request Form

Please complete this form in block capitals
 Send this completed form with the item(s) to be valued to:
agi United Kingdom
 Vangate House, 21 Bury Old Road, Manchester M25 0EY
 T:0161 720 4406 F:0161 720 4404
 E: info@agigems.co.uk W: www.agigems.co.uk

Customer Name

Contact

Address

.....

.....

Postcode

Telephone

Email.....

Certification / Valuation Options
 DGR - Full A4 certificate
 DGD - Handy pocket sized certificate
 DIR - Credit card size mini certificate
 TIR - Tanzanite Certificate
 DVR - Valuation

	Item Reference & Description (Include owner details if applicable)	DGR	DGD	DIR	TIR	DVR	Carat Weight (If known)	Express Service 1-2 Days Turnaround
1								
	Owner Details (Name, Address, Postcode)							
2								
	Owner Details (Name, Address, Postcode)							
3								
	Owner Details (Name, Address, Postcode)							
4								
	Owner Details (Name, Address, Postcode)							
5								
	Owner Details (Name, Address, Postcode)							
6								
	Owner Details (Name, Address, Postcode)							

Special Instructions

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TERMS & CONDITIONS agigems Limited, Laboratory Department

- agigems limited.** The service provider is agigems limited, company registration number 06271125 (hereafter 'agi')
- Definitions.** Unmounted polished diamonds and/or jewels (hereafter the 'Goods') can only be transferred to agi by registered clients (hereafter the 'Client') represented by its legal or statutory representative or any person, at the sole responsibility of the Client. agi has a discretionary right to refuse or decline Goods and/or Services. The Client is obligated to immediately notify in writing any changes to its registration information. Once the Goods are transferred to agi, a notice of receipt is handed over to the Client containing a detailed description of the Goods which is, unless protest at the moment of receipt of the notice, undisputable. When the Goods are transferred to agi by a courier company or transport company, agi will sign for receipt of the package, without given any guarantee whatsoever on the content of the package. The Client acknowledges that it is not possible for agi to verify the content of a package sent by transport company or courier.
- Conditions precedent.** The Goods are analysed in accordance with the 'International Rules for Grading Polished Diamonds' of the 'International Diamond Council' as amended from time to time. In order to be accepted for Services, the Goods must comply with the following: (i) diamonds must be boiled, (ii) jewels need to be cleaned. When these conditions are not met agi has the right to (i) refuse the Services, (ii) refuse to hand over a certificate or report to the Client notwithstanding the Client's obligation to pay for Services performed as per the price list. agi has the right to accept or refuse other certificates, reports or hallmarks, without any obligation to verify its contents.
- Prices.** The applicable prices for the Services are those indicated in the latest agi price list, excluding VAT. All prices can be altered at any time. The latest price list can be consulted at the agi reception.
- Delivery.** (i) place of delivery. agi delivers the Services at the registered address of agi or in a Diamond Lab of an affiliated companies, without any obligation whatsoever to notify the Client thereof. All Diamond Labs of the agi group can be consulted on the website: www.agigems.com. (ii) best efforts. Time of Delivery is approximate and indicative. (iii) late delivery. In case of flagrant late delivery of the Services, the Client has the right to terminate the Agreement by written notification if agi has not performed the Services within a period of two (2) months after receipt of a written notice of liability of the Client. The Client waives all other rights to recourse, specifically the right of indemnification.
- Payment conditions.** Invoicing and payment. The invoices of agi are to be paid on delivery of the invoice (Cash on Delivery – COD), unless Parties have agreed otherwise in writing. In the latter case, the following conditions apply: (a) late payment. Late payment of (part of) the invoice, makes the entire outstanding amount due immediately. agi has the right to suspend performance of the Services and/or exercise a lien on all Goods in its possession until payment of all outstanding amounts even when the Goods are incorporated or altered in any way. (b) Interests and fixed damages. In addition to the above remedies, the following amounts are due automatically and without prior notice of liability: (i) contractual interest of 34.9% per year, and (ii) fixed damage of 15% on the outstanding amount (with a minimum of 50 GBP), notwithstanding agi's right to claim higher damages when such is evidenced and notwithstanding agi to claim any legal and collection costs as a result of the late payment. (c) setting-off: the Client does not have the right to setting-off invoices.
- Liability.** The Client confirms and accepts that the performance of the Services by agi is subject to agi's quality procedures and in any case at best effort. In no event can agi be held liability for (a) direct or indirect damage (including consequential damage or loss of profit) after deviated or incorrect results following from (i) new techniques or technologies that were not yet available during the time of the provided Services, (ii) repeated analysis of on the same Goods, for (b) theft of, loss or damage to the Goods, unless the Client can evidence that such theft, loss or damage is caused by a fault or gross negligence of Agi or its representatives, nor for (c) in case of online services, network interruptions, time differences and closing times, loss of data, loss or profit, loss of password or any time of damage caused by access by unqualified persons. With the exception of damage caused by intentional fault or gross negligence, the liability of agi is limited to the paid price of the Services relating to the Goods. In no case shall the liability exceed the maximum liability of 100.000 GBP.
- Intellectual property.** The certificate or grading report, name, trademark, logo, or any other intellectual property of agi or one of its affiliated companies can, in whole or in part, be used in any kind of commercial, publication, website or promotion without the prior written approval of agi.
- Transport.** agi bears no responsibility nor liability for the transport of Goods from and to agi, until the moment the Goods are transferred to agi at the registered address. The Client is responsible and bears the risks and costs of the transportation and will arrange adequate insurance against theft, robbery, damage or loss of the Goods (caused) during transport. All obligations, taxes, VAT and/or charges, of whatever nature, relating to the Goods and/or the transport from and to agi, including any new taxes, VAT and charges installed after the start of the agreement, are solely for the Client.
- Sureties.** If and when (i) agi has, at any given time, doubts relating to the solvency of the Client caused by acts of judicial enforcement against the Client, and (ii) in case of non- or late payment of one or more invoices and/or (iii) any other relevant situation, agi retains the right to suspend Services, or to request (further) sureties, even when the Services are already performed in whole or in part. Should the Client refuse to provide such sureties, agi has the right to terminate the Agreement with the Client with immediate effect and without any right of the Client to claim damages. Moreover, in such case, the Client is liable to pay fixed damages of 15% of the total price of the Services.
- Force Majeure and hardship.** In case performance of Services is hindered by any situation of Force Majeure ("Force Majeure") such performance shall be suspended. Force Majeure includes all situations wherein the performance of the agreement by agi is, in whole or in part, temporary or not, hindered by circumstances outside of the control of agi, even when such situation was foreseeable at the start of the Agreement and includes, without limitation, the following situations: lack of stock, delay in or cancellation of deliveries by suppliers of agi, ceasing of the certificates or reports or Goods due to accidents, machine failure, strike or lock-out, revolt, war, epidemics, flooding, high level of absenteeism due to illness, interruptions of information, (tele)communication, internet, decisions or interventions by any government (including the refusal or cancellation of a license or permit), fuel deficiencies and mistakes or delays due to third parties. agi is not obligated to evidence the unforeseeable or uncontrollable nature of the circumstance of the situation of Force Majeure. The Parties will, in such case, take all reasonable steps to limit the consequences of the situation of Force Majeure. In case the situation exceeds a period of two months, the Client has the right to termination of the Agreement with immediate effect, without the obligation to reimburse agi. In case of fundamental changes of the circumstances and/or conditions, not due to any Party and which gravely influences the performance of the contractual obligations of any Party, both Parties agree to renegotiate the terms of the agreement in order to find an amicable settlement and continue the agreement. Parties will strive for a comparable balance between the parties as was in existence at the start of the agreement. In case the Parties cannot reach a consensus on whether or not the performance is gravely influences as mentioned above, the Parties will appoint a joint expert who will (whether or not accompanied by a third party), will verify if such conditions or changes occurred. When no amicable settlement can be reach agi, info@agigems.com www.agigems.com within one month after one party has requested such settlement by registered written notice, the later has the right to initiate legal proceedings.
- Guarantee.** agi does not provide any guarantee relating to the results of any Services on the Goods and no certificate, report or other type of document or communication can be construed as being a form of guarantee, valuation or estimate. agi furthermore cannot guarantee the possibility to ascertain whether or not mounted diamonds are (permanently) treated, nor to ascertain whether or not the mounted diamond is natural.
- Limitation period.** Any compliance regarding the Services or any damage to the Goods must be notified in writing to agi within 3 days after such damage was known, or should have reasonably been know, to the Client. Each claim for damage towards agi is subject to a limitation period of 3 month after the occurrence of the facts leading to the damage claim where know, or should have been known, to the Client.
- Collection of the Goods.** When the Goods have not been collected with two years after the agreed time, agi will become the legal owner of the Goods and consequently has the right (no obligation) to sell the Goods and use the received price for the payment of all outstanding invoices, notwithstanding the Client's obligation to pay for the Services.
- Severability.** When any of the articles, in whole or in part, of these T&S are unenforceable or otherwise in conflict with any mandatory legal provision, the validity and enforceability of the remaining articles or the remaining part of respective unenforceable or conflicting article of the T&C shall not be effected. The invalidity of any clause will not result in the invalidity of the entire agreement between parties. Parties agree to replace any invalid clause with a valid clause or clauses which will correspond with the intention of the parties and the spirit of the agreement, as much as possible.
- Law and jurisdiction.** All agreements to which these T&C apply, including all other agreement resulting therefrom, will be solely subject to UK law and the exclusive jurisdiction of the courts of Manchester UK. The applicability of the Vienna Sales Convention of 11th April 1980 is expressly excluded.