

GENERAL TERMS AND CONDITIONS FOR GEMOLOGICAL SERVICES

Rutheniai s.r.o. – version 1.0, effective from 31 August 2026 – published at gemsla.be/terms

Article 1 – Scope and Definitions

1.1 These General Terms and Conditions (the “GTC”) govern the provision of gemological services under the “GemsLabé” brand (gemsla.be) by Rutheniai s.r.o., registered office Karpatské námestie 7770/10A, 831 06 Bratislava – Rača, Slovak Republic, IČO 57 211 604, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 191615/B (the “Provider”), to clients who are entrepreneurs acting within the scope of their business activity (the “Client”). The Provider provides the services only to entrepreneurs, not to consumers.

1.2 The GTC apply to every framework or other agreement between the Provider and the Client which refers to them (the “Agreement”) and to every order placed under such an Agreement, and form an inseparable part of the Agreement. “Services”, “certificate”, prices, discounts and the declared-value regime have the meaning and content given in the Agreement. In case of conflict, the Agreement prevails over the GTC. The Client's own general terms and conditions do not apply.

Article 2 – Performance of the Services

2.1 The Services are performed personally by Olena Rybnikova, PhD; if she is temporarily unable to, the Provider may propose an equally qualified substitute or the Client may postpone or withdraw the order at no cost. The Provider chooses the methods, instruments and laboratory facilities used for each examination at its own discretion and responsibility, including facilities of third parties to which it has access; this involves no additional cost to the Client, does not create any relationship between the Client and the facility operator, and the confidentiality duty in Article 11.1 applies in full.

2.2 The Provider is not an accredited conformity assessment body under Regulation (EC) No 765/2008 or Act No. 505/2009 Coll., is not a znalec under Act No. 382/2004 Coll., and a certificate is not a znalecký posudok but the Provider's professional opinion based on the methods stated in it.

Article 3 – Orders and Turnaround

3.1 Orders are placed in writing or by e-mail and bind on the Provider's confirmation; silence is not acceptance. The Provider may refuse an order or discontinue a Service where performance would breach a legal obligation or a sanctions regime, where it reasonably suspects unlawful origin or lack of authority, or where the item cannot be safely handled or meaningfully examined; in such case no fee is due if examination has not begun, fifty per cent (50%) of the fee if it has begun, and the full fee if a written result has been issued. A Service is duly performed, and the fee due in full, also where the Provider issues a written result stating with reasons that no determination, or no origin determination, is possible. The Client may cancel an order free of charge before handover of the item, against fifty per cent (50%) of the fee after handover but before examination begins, and against the full fee thereafter.

3.2 Turnaround for examinations is three to five (3–5) business days from handover of the item. Turnaround times are estimates, do not run while the Provider awaits the Client's instruction or consent, and exceeding them is not a breach unless the Provider fails to deliver within a reasonable additional period granted by the Client in writing.

Article 4 – Prices and VAT

4.1 Prices, discounts and payment terms are agreed in the Agreement. Prices are exclusive of VAT. The Provider is not a VAT payer (platiteľ DPH) as at the effective date of these GTC; its invoices therefore bear no VAT. If the Provider becomes a VAT payer, or the applicable rate or regime changes, the tax is added to the net prices from the date it becomes payable, without amendment of the Agreement. Where the Client is established in another EU Member State and the place of supply is its seat, it shall provide a valid VAT identification number and account for the tax under the reverse-charge mechanism; if the number proves invalid and tax is assessed on the Provider, the Client shall reimburse the tax, penalties and interest.

Article 5 – Training

5.1 A session lasts two to three (2–3) hours for up to six (6) participants, each further participant carrying the surcharge set out in the Agreement, to a maximum of ten (10). The Provider supplies the instructor and the teaching materials. The Client provides, at its own cost and responsibility, suitable premises and the demonstration equipment, instruments and specimen stones required for the session, according to a written list the Provider delivers at least seven (7) days before the agreed date. If the Client does not provide them, the Provider delivers the session in a reduced, theoretical form; this does not affect the price and is not defective performance.

5.2 Dates are agreed at least fourteen (14) days ahead. Cancellation by the Client is free more than seven (7) days before, costs fifty per cent (50%) from seven (7) days to forty-eight (48) hours and the full price within forty-eight (48) hours, in every case together with the non-refundable travel and accommodation costs already incurred. The price covers Bratislava; elsewhere travel and necessary accommodation are reimbursed as agreed in advance. Copyright in the materials stays with the Provider and they may be used only internally; reproduction, distribution and recording require written consent. A session confers no gemological qualification, licence or accreditation and entitles no one to issue certificates.

Article 6 – Handover, Custody and Shipping

6.1 Each item is handed over and returned against a written handover protocol in the Provider's standard form, which records its identification (type, weight, dimensions, any mounting), its condition including visible damage, photographs taken at handover, the Service ordered, the declared value (Article 3.2 of the Agreement) and any consent under Article 6.5. An item accepted back without a recorded objection is deemed returned as recorded on handover, save for defects not detectable on reasonable inspection and notified within three (3) business days.

6.2 **Handover and shipping.** Items are handed over and returned in person, at the Provider's premises or another place in Bratislava agreed for the order, against signature of the protocol. Shipping is used only if agreed in writing for the specific order. In that case the Client arranges and pays for the carrier in both directions and insures the consignment for at least the declared value; the Client is responsible for choosing a carrier that accepts loose gemstones and offers cover for the route. The Provider packs the item with professional care and hands it to the carrier against a tracked consignment note, which replaces the return signature on the protocol. Transit risk in both directions is the Client's: it passes to the Provider when the Provider signs for receipt of the consignment and reverts to the Client when the Provider hands the consignment to the carrier.

6.3 In custody the Provider shall exercise professional care and keep items secured and separate from its own property and other clients' items. The Provider does not insure items in its custody; the declared-value and insurance regime, and the limits of the Provider's liability for items, are set out in Articles 3.2 and 3.3 of the Agreement.

6.4 The Provider is not liable for damage from an item's inherent fragility, instability or pre-existing condition, including fractures, surface-reaching inclusions, fillings, unstable treatments and sensitivity to light, heat, humidity, ultrasound or cleaning agents, where professional care was exercised; nor, for a mounted item, for damage from the constraints of examining a stone not removed from its setting, which may also limit the determinations possible, as the certificate shall record. The Client shall disclose any known fragility, treatment, filling or repair.

6.5 All examinations are non-destructive; any method that may alter, mark or consume part of an item requires the Client's prior written consent in the protocol, and where consent is withheld the certificate shall record that the method was not performed.

6.6 The Client shall collect an item within thirty (30) days of notice of completion. If an item is not collected within six (6) months of that notice, and after a further written warning allowing thirty (30) days, the Provider may deposit it into notarial or judicial custody at the Client's cost and risk, whereupon its liability under Article 3.3 of the Agreement ceases.

Article 7 – Client Warranties and Compliance

7.1 The Client represents and warrants, for every item, that it is the owner or duly authorised to submit it and receive the certificate; that the item is of lawful origin, is not the proceeds of crime, is not stolen and is subject to no third-party claim known to it; that it has disclosed all known treatments, fillings, repairs and earlier reports; that neither the item nor the transaction breaches restrictive measures adopted by the European Union, the United Nations or the Slovak Republic; that any rough diamond carries a valid Kimberley Process certificate; and that any specimen protected under CITES or Regulation (EC) No 338/97 carries the required permit.

7.2 The Client shall indemnify the Provider against any damage, cost, penalty and reasonable legal expense arising from a breach of Article 7.1 or from a third-party claim as to an item's ownership or origin, and shall supply the identification data required under legislation on protection against the legalisation of proceeds of criminal activity or on restrictive measures. Where the Provider is required by law to notify an authority, refuse or suspend performance or retain an item, doing so is not a breach and gives rise to no liability.

Article 8 – Certificates

8.1 The fee is charged for the performance of the examination, not for its outcome. Certificates state the findings regardless of commercial impact, including treatments, synthetic origin and composite construction, and the fee remains due in full irrespective of them. The Client shall not request, and the Provider shall not accept, any instruction to state, omit or modify a finding, to alter the examination date, or to make a certificate's content depend on a commercial condition; such a request is a material breach entitling the Provider to withdraw from the Agreement with immediate effect.

8.2 A certificate relates exclusively to the single item identified in it, in the condition in which it was received, and expresses the Provider's professional opinion as at the date of examination stated in it, on the basis of the methods and equipment stated in it. The Provider is responsible for a certificate solely in relation to the state of the item as at that date and is under no obligation to report on any characteristic or circumstance outside the scope of the Service ordered. The Provider bears no responsibility for any change in the item after the date of examination or outside its custody, including treatment, re-cutting, repolishing, cleaning, repair, mounting, damage, wear, exchange or substitution, nor for whether an item presented at any later time is the item to which the certificate relates; maintaining the association between certificate and item is the Client's responsibility.

8.3 A certificate is not a valuation, appraisal, insurance document, guarantee of quality, confirmation of title

or investment recommendation and states no monetary value. Findings are limited by the state of gemological science, the nomenclature in use and the methods available at the date of examination; later methods, a change in nomenclature or another laboratory's differing opinion do not by themselves make a certificate defective, and the Provider need not update or re-issue one. A certificate is issued for the Client; the Client may pass it on to its customers together with the item, but no third party acquires any right against the Provider under it and the Provider's liability is solely towards the Client under the Agreement and these GTC. The Client shall not alter a certificate, reproduce it in part or use it for another item, and shall present it only in full. Copyright in the certificate, its photographs and measurement data remains with the Provider. On finding a material error the Provider shall issue a corrected certificate at its own cost and withdraw the original.

Article 9 – Complaints

9.1 The Client shall notify any objection to a certificate in writing within thirty (30) days of its delivery, stating the finding objected to and the reasons. The Provider shall then re-examine the item if the Client makes it available unaltered and re-identifiable; re-examination is free where the objection proves justified or the finding changes, otherwise it costs twenty-five per cent (25%) of the list price of the original Service. Failing agreement within thirty (30) days, either Party may submit the item to an independent gemological laboratory agreed between them or, failing agreement, designated by the Provider from among internationally recognised laboratories, whose finding is decisive and whose costs are borne by the Party whose position was not confirmed.

Article 10 – Liability

10.1 The limits of the Provider's liability for loss of or damage to items and for the Services, agreed with regard to the foreseeability of loss within the meaning of Section 379 of the Commercial Code, are set out in Articles 3.3 and 3.4 of the Agreement.

10.2 Neither Party is liable for indirect or consequential damage, lost profit or reputational harm. The Provider is not liable for loss from use of a certificate contrary to Article 8, from a third party's reliance on it, or from any decision taken on its basis. Claims for loss of or damage to an item in custody are governed exclusively by Article 3.3 of the Agreement. These limitations do not apply to damage caused intentionally or by gross negligence, to harm to life or health, to a breach of Article 11.1 or to the Client's indemnity under Article 7.2, and apply only so far as mandatory Slovak law permits.

Article 11 – Confidentiality and Personal Data

11.1 Each Party shall keep confidential all business, technical, financial and personal information obtained from the other in connection with the Services, including the identity and description of items, findings, price arrangements and sources of supply; this does not cover information publicly available otherwise than by breach, demonstrably known beforehand, or whose disclosure the law requires, nor disclosure to an auditor or legal adviser under a corresponding duty. The duty survives termination for five (5) years.

11.2 Each party processes the personal data of the other's contact persons, signatories and training participants as an independent controller under Regulation (EU) 2016/679; no processor relationship arises. Information on the Provider's processing of personal data is available at [gemsla.be/privacy](https://www.gemsla.be/privacy).

Article 12 – References and Use of the Brand

12.1 The Client may state in its business communication that GemsLabé is its certification partner and that a

specific item was examined by the Provider, provided this is factually accurate, does not suggest that the Provider is an accredited body, a znalec or a public authority, and is not used for items the Provider has not examined; any other use of the Provider's or GemsLabé's name or logo requires prior written consent. On termination of the Agreement the Client shall stop describing the Provider as its certification partner within thirty (30) days; certificates already issued remain valid.

Article 13 – Notices

13.1 Notices go to the addresses and e-mails stated in the Agreement. Ordinary communication and orders may be by e-mail; notices of non-renewal, termination, withdrawal and damages claims shall be sent by registered post, delivered in person against receipt, into an activated electronic mailbox, or by e-mail bearing a qualified electronic signature, a registered consignment being deemed delivered on actual delivery or, if uncollected, on the third business day after deposit at the post office.

Article 14 – Force Majeure

14.1 Neither Party is liable for failure to perform caused by an extraordinary, unavoidable obstacle beyond its control; if it lasts more than sixty (60) days either Party may terminate the Agreement with immediate effect.

Article 15 – Amendments to the GTC

15.1 The Provider may amend these GTC to a reasonable extent where this is required by a change of legislation, a change in the methods, instruments, scope or technical or organizational conditions of the Services, or a change in the Provider's input costs. The Provider shall notify the Client of the amended version and its effective date in writing or by e-mail at least thirty (30) days before it takes effect and shall publish it at gemsla.be/terms.

15.2 The amended version applies only to orders placed on or after its effective date; orders placed earlier are governed by the version in force when they were placed. If the Client does not agree with the amendment, it may reject it in writing before the effective date and terminate the Agreement free of charge with effect no later than the day preceding the effective date.

15.3 All versions of the GTC, with their effective dates, are published at gemsla.be/terms.

Article 16 – Final Provisions

16.1 These GTC and the Agreement are governed by the law of the Slovak Republic; disputes not settled amicably within thirty (30) days fall under the jurisdiction of the courts of the Slovak Republic.

16.2 If a provision of these GTC is or becomes invalid, the rest stands. These GTC are issued in Slovak and English; in case of discrepancy the Slovak version prevails.

16.3 These GTC are version 1.0 and take effect on 31 August 2026.