



## DIAMONDS

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### GS DIAMONDS PTY LTD (ACN 063 429 050) TRADING TERMS AND CONDITIONS

#### 1. Definitions

a) In these Trading Terms:

"**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;

"**CCA**" means the *Competition and Consumer Act 2010 (Cth)*;

"**Company**", "**GS Diamonds**", "**We**", "**Our**" or "**Us**" means **GS Diamonds Pty Ltd (ACN 063 429 050)**;

"**Consumer**" means a person acquiring Goods:

- i) of a kind ordinarily acquired for personal, domestic or household use or consumption; or
  - ii) at a price not exceeding \$40,000; or
  - iii) of a kind ordinarily acquired for personal, domestic or household use or consumption; or
  - iv) that consist of a vehicle or trailer acquired for use principally in the transport of goods on public roads,  
but excludes a person  
acquiring the Goods, or holding himself or herself out as acquiring the Goods for the purpose of:
    - v) re-supply; or
    - vi) using them up or transforming them, in trade or commerce, in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.
- "**Consumer Goods**" means 'goods of a kind ordinarily acquired for personal, household or domestic use or consumption', as that expression is used in section 3 of the Australian Consumer Law.

"**Consumer Guarantee**" means a consumer guarantee applicable to this contract under the Australian Consumer Law, including any Express Warranty.

"**Consumer Services**" means 'services of a kind ordinarily acquired for personal, household or domestic use or consumption', as that expression is used in section 3 of the Australian Consumer Law.

"**Customer**" means the person described in a credit account application as the person in whose name an account is maintained by the Company and/or the person or entity that purchases Goods and services from the Company and/or is supplied Goods on a consignment basis by the Company.

"**Express Warranty**" has the same meaning as in section 2(1) of the Australian Consumer Law.

"**Fair or Reasonable**" means 'fair or reasonable' for the purposes of section 64A of the Australian Consumer Law.

"**Force Majeure Event**" is defined in clause 15.

"**Goods**" means any goods (including, without limitation, any diamonds, jewelry or related items or accessories that are supplied or consigned by the Company to its Customers under these Trading Terms.

"**GST**" means "GST" within the meaning of the applicable GST Act.

"**GST Act**" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended) Act and the following expressions bear the same meaning as in the GST Act: "tax invoice", "taxable supply" and "value".

"**Insolvency Event**" means, in relation to a party, that one of the events specified in clause 14 has occurred in relation to that party.

"**Intellectual Property**" means any intellectual property including without limitation patents, trademarks, copyright, designs, layouts, circuit boards, knowhow, software, object codes, source codes, and confidential information.

"**Trading Terms**" means these Trading Terms and Conditions.

b) Terms and expression defined in or for the purposes of the CCA and the PPSA have the same meaning when used in these Trading Terms.

- c)
- d) Words importing the singular shall include the plural (and vice versa).

## 2. General

- a) These Trading Terms apply to:
  - i) The establishment, operation and use of the account of the Customer with the Company;
  - ii) All transactions effected by the Customer with the Company for the supply or consignment of Goods or services on its account or on a cash basis unless otherwise expressly agreed in relation to any particular supply or consignment of Goods;
  - iii) The exclusion of all others including any terms and conditions of the Customer.
- b) These Trading Terms shall apply as if incorporated into each order placed by the Customer with the Company.
- c) These Trading Terms may be varied only with the written agreement of the Company.
- d) The Company may at any time and from time to time by written notice to the Customer, alter these Trading Terms.

## 3. Orders

- a) The Customer may place and the Company may accept or reject orders in part or full for the supply of Goods upon these Trading Terms by:
  - i) A communication in writing (including by e-mail); or
  - ii) Any other means that the parties agree including by telephone and by internet ordering.
- b) The Company reserves the right to specify a minimum order value which it will accept from time to time and to impose a surcharge should the Customer require delivery of Goods having a value less than the minimum order value.
- c) Orders accepted by the Company cannot be cancelled or altered in whole or in part without the Company's written consent.

## 4. Pricing

- a) All prices quoted or agreed are on a tax exclusive basis. The applicable amount of GST or other taxes will be disclosed on invoices.
- b) Unless otherwise agreed in advance, the Company reserves the right to:
  - i) Charge the Customer for the cost of freight and delivery;
  - ii) Charge for re-scheduling and delivery for all variations to the original contract;
  - iii) Adjust prices if and when necessary prior to acceptance of any offer from the Customer.

## 5. Payment Terms

- a) Unless otherwise agreed, the Company's terms of payment require payment to be made prior to delivery of the Goods and immediately upon the rendering of a tax invoice for the Goods to the Customer. Details of the Company's payment options are set out in **Schedule 1**.
- b) All payments shall be made free of any deductions, withholding or set-off unless otherwise agreed in writing with the Company.
- c) If the Customer does not make payment as required by the Trading Terms, the Company may in its absolute discretion require the Customer to pay by way of liquidated damages for breach of contract a default charge in relation to the unpaid amount calculated by applying an interest rate of 1.5 % per month calculated on the unpaid amount on a daily basis from the date the unpaid amount became due until the date that it is paid in full.
- d) If the Customer fails to pay for any Goods or services supplied by the Company when due, then by notice to the Customer the Company may declare any amounts actually or contingently owing by the Customer to the Company to be immediately due and payable.
- e) Where the Customer is overdue with any payment or the Company is in receipt of credit references that it regards as unsatisfactory, the Company reserves the right to change the Customer to Cash on Delivery (**COD**) account and all Goods on a COD account shall be paid for before they are supplied.
- f) The Company shall not be responsible and/or liable on removal of Goods and/or materials and/or services from the Customer's premises due to non-payment of moneys outstanding.
- g) Credit facilities may be suspended or withdrawn at the discretion of the Company at any time.
- h) Where payment is to be made by cash the amount owing is due and payable immediately.

## 6. Credit Card Payments

- a) If the Customer pays its outstanding account by a credit card, at the time the transaction is processed the Company reserves the right to charge the Customer a surcharge/fee as set out in clause 5 (c) (or such other surcharge/fee as it may reasonably determine in its discretion to be equal to the merchant service fee or any similar fee payable by the Company to its transaction acquirer in connection with the transaction.
- b) The Company may add any amount payable by the Customer under paragraph 6(a) to the sale price of the relevant goods or services supplied or to be supplied by the Company to the Customer.

## 7. GST

- a) To the extent that a party makes a taxable supply in connection with these Trading Terms, the consideration payable by a party under these Trading Terms represents the value of the taxable supply

- for which payment is to be made, unless otherwise expressly agreed.
- b) Subject to clause 7(c), if a party makes a taxable supply pursuant to these Trading Terms for a consideration which, under clause 7(a), represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- c) A party's obligation to make payment under clause 7(b) is subject to a valid tax invoice being delivered to the

party liable to pay for the taxable supply.

#### **8. Default Arrangements & Enforcement Expenses:**

If the Customer fails to pay any amounts when due, then in addition to any other amount payable under these Trading Terms, the Customer must pay to the Company upon demand (in the Company's discretion) any costs incurred in connection with enforcement of any of the Company's rights in connection with the supply of Goods on these Trading Terms including without limitation:

- a) Any legal costs (on a solicitor and own client basis) incurred by the Company;
- b) Any mercantile agents fees incurred by the Company in recovering or attempting to recover any amount payable by the Customer under these Trading Terms; and
- c) Any dishonour or bank fees incurred by the Company in connection with payments or remittances that are made or which should have been made by the Customer.

#### **9. Withholding Supply**

The Company reserves the right, irrespective of whether or not an order has been accepted and without notice to the Customer, to withhold supply to the Customer and/or to cancel any obligation it may have to the Customer and the Company will not be liable for loss of damage resulting directly or indirectly from such action where:

- a) The Company has insufficient Goods to fulfill the order;
- b) The Goods ordered are no longer available for any reason;
- c) The Customer has failed to observe these Trading Terms or the Company's payment terms or
- d) The Company has determined, in its absolute discretion, that credit should no longer be extended to the Customer.

#### **10. Exclusions of Warranties and Limitations of Liability:**

- a) The Company acknowledges that the Australian Consumer Law and similar legislation provides:
  - i) Certain rights for Consumers that cannot be excluded; and
  - ii) In relation to the supply of Goods, that in some circumstances the Customer may be a Consumer.
- b) Subject to paragraph (c), the Company excludes any and all conditions, warranties, terms and consumer guarantees implied by statute, general law or custom (including without limitation the Australian Consumer Law) applicable to any supply of Goods.
- c) The Consumer Guarantees apply to any supply of Goods where the Customer is a Consumer, and the liability of the Company in connection with the Consumer Guarantees is not limited except as stated in paragraph 10 (d)
- d) If the Customer is a Consumer in relation to the supply of Goods, and those goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of the Company in connection with the Consumer Guarantees is limited to one of the following (as selected by the Company):
  - i) The replacement of the Goods or the supply of equivalent Goods or
  - ii) The payment of the cost of replacing the Goods or of acquiring Goods equivalent to the Goods.
- e) The Company:
  - i) Excludes any liability in contract, tort (including negligence) or otherwise, in connection with any supply or consignment of Goods, for any indirect damages or losses, or for any special, punitive or exemplary damages;
  - ii) Limits its liability in contract, tort (including negligence) or otherwise, in connection with any supply or consignment of Goods, to the price payable by the Customer for the Goods;
  - iii) Excludes any liability for or in connection a claim that the Goods are not fit for a particular purpose or function, except where the Company has a liability as contemplated by clauses 10 (c) or (d);
  - iv) In so far as permissible by law excludes any liability (save as for any acts of fraud and dishonesty), any breach of duty or negligent act or omission of the part of any of the Company's employees or agents in the course of carrying out their employment with the Company and
- f) The Customer agrees to notify the Company in writing of any change in ownership or shareholding of the Customer within seven (7) days from the date such change or immediately if an Insolvency Event as specified in clauses 14 hereof occurs and the Customer shall indemnify the Company against any loss or damage incurred by it as a result of its failure to notify the Company of such change or Insolvency Event.

#### **11. Cancellations and Variations**

- a) The Customer may not cancel or vary an order unless the Company in its absolute discretion consents in writing to the cancellation or variation.
- b) The Company may charge the Customer for any reasonable costs incurred in preparation of any order

that has been varied or cancelled.

- c) The Company reserves the right to immediately cancel any contract for the supply of Goods or suspend any such supply without incurring any liability to the Customer in any of the following circumstances:
- (i) The Customer is overdue with any payment due under these Trading terms or is otherwise in breach of these Trading Terms or
  - (ii) An Insolvency Event has occurred.
- e) Cancellation by the Company under this clause shall be without prejudice to the Company's right to recover

payment from the Customer for Goods previously supplied.

### **12. Retention of Title Arrangements**

- a) Property in and title to any Goods remains with the Company until the Customer has paid in full (and in cleared funds) all amounts owing by the Customer to the Company in connection with the Goods.
- b) Until such time as title to the Goods passes to the Customer, the Customer will hold them on trust and as bailee for the Company.
- c) Despite clause 12 a), risk in the Goods passes to the Customer upon delivery.
- d) Unless otherwise agreed by the Company, the Customer must identify and store the Goods in a manner that clearly shows that they are the property of the Company.
- e) Notwithstanding any of the matters set forth in this paragraph 13, the Customer may sell the Goods to a third party in the ordinary course of their business.

### **13. Personal Property Securities Act arrangements**

#### ***a) Acknowledgement of security agreement and security interest***

The Customer acknowledges and agrees that:

- i) The Trading Terms are a security agreement for the purposes of the PPSA;
- ii) The Company has a security interest in the Goods and in any present or after acquired property that represents Proceeds of the Goods and/or in which the Goods have been attached or incorporated, including co-mingled goods; and
- iii) The security interest secures the due and punctual payment of all moneys payable by the Customer to the Company under these Trading Terms.

#### ***b) Acknowledgement of arrangements for financing statements***

The Customer acknowledges and agrees as follows:

##### ***i) Financing statements and financing change statements***

The Company may at any time register a financing statement (or, if relevant, a financing change statement) on the Register in relation to its security interest in the Goods that may include terms that:

- describe the Company as the "secured party" and the Customer as the "grantor";
- describe the Goods supplied by the Company to the Customer from time to time pursuant to these Trading Terms as collateral in the class of "other goods" (or in such other class as the Company may reasonably determine is applicable to the Goods);
- specifies that the security interest that the Company holds in the collateral is a PMSI in accordance with item 7 of the table in section 153(1) of the PPSA to the extent that it secures payment of the amounts owing in connection with that collateral; and
- specifies that the security interest affects Proceeds and, in particular, all present and after acquired property that represents Proceeds of the Goods.

##### ***ii) Period of registration***

The Company may register a financing statement or financing change statement on the PPSA Register for any period that the Company determines (in its discretion).

##### ***iii) Payment of fees and costs***

Upon request made by the Company, the Customer must pay to the Company all fees, charges and expenses that the Company may reasonably incur in:

- preparing, lodging or registering any financing statement or financing change statement in relation to any security interest that is granted to the Company under the Trading Terms;
- maintaining any such registration; or
- enforcing any security interest granted to the Company under the Trading Terms.

These fees, charges and expenses may be incurred by or with an agent that acts on behalf of the Company.

##### ***iv) When registration to be effected***

The Company may register its security interest on the Register at any time so long as the Company believes on reasonable grounds that it will become a secured party in relation to the Goods including without limitation when the Customer signs or otherwise adopts or accepts the Trading Terms in a manner proposed by the Company.

##### ***v) Attachment***

A security interest in Goods created according to the Trading Terms will attach to the Goods at the time that the Customer obtains possession of them and not at any later time.

vi) *Do all things necessary*

The Customer must do anything reasonably required by the Company to enable the Company to register the security interest as a PMSI and to maintain that registration.

vii) *Separate financing statement may be registered if required.*

If the Company considers that it has or may have a security interest that is not a PMSI in relation to any Goods, it may register a financing statement in respect of that security interest (and that financing statement may be in addition to a financing statement registered by the Company in relation to a PMSI in the same Goods).

**c) Confidential Information**

i) The Company and the Customer agree that neither party will disclose to an interested person or to any other person, any information of the kind described in section 275 (1) of the PPSA except that the Company may disclose that information to an interested person where section 275(7) of the PPSA applies.

ii) The Customer agrees that it will not authorize the disclosure of any information of the kind described in section 275 (1) of the PPSA.

**d) Enforcement**

If the Customer fails to pay an amount owing when due or if it fails to perform any of its obligations in connection with the supply of Goods, the Customer agrees that the Company shall be entitled to exercise its enforcement rights and remedies as a secured party in accordance with the provisions of the PPSA including (without limitation) the rights contained in section 123 of the PPSA to seize the Goods by any method permitted by law. For these purposes, and without limiting any other rights of the Company under the PPSA as a secured party, the Customer further agrees:

i) upon demand made by the Company, to immediately deliver up the Goods to the Company;

ii) to irrevocably authorize the Company to enter any premises occupied by the Customer in order to search for, retrieve and remove those Goods to which the Company has title and which are the subject of a security interest as provided for by these Trading Terms;

iii) to do all things necessary to immediately facilitate the Company's access to the Customer's premises and to assist the Company to locate and identify the Goods;

iv) to authorize the Company to resell the Goods seized and apply the proceeds of sale in payment of any monies that the Customer owes it;

v) that in the event of any inconsistency with the provisions contained in section 123 of the PPSA and the provisions contained in this paragraph (d), the provisions of this paragraph (d) shall prevail.

**e) Application of certain PPSA provisions**

To the extent they apply, the following provisions of the PPSA confer rights on the Company: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134 (1) (retention of collateral). The Customer agrees that in addition to those rights, the Company shall, if there is default by the Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Goods, not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that the Company may do so in any manner it sees fit including (in respect of dealing or disposing) by private or public sale, lease or licence.

**f) Contracting out provisions**

To the extent that Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest under or in connection with these Trading Terms, the following provisions of the PPSA do not apply and for the purposes of section 115 of the PPSA and are "contracted out" of these Trading Terms in respect of all Goods to which that section can be applied: section 95 (notice of removal of accession to the extent it requires the Company to give a notice to the grantor); section 96 (retention of accession); section 125 (obligation to dispose of or retain collateral);section 121(4)(enforcement of liquid assets- notice of grantor); section 130 (notice of disposal to the extent it requires the Company to give notice to the Customer );section 129 (2) & (3) (d) (contents of statement of account after disposal); section 132 (4) (statement of account if no disposal);section 135 (notice of retention);section 142 (redemption of collateral);and section 143 (re-instatement of security agreement).

**g) Notices**

i) *PPSA Notices*

The Customer agrees that the Company does not need to give the Customer any notice under the PPSA (including without limitation a notice of a

verification statement received from the Registrar) unless the notice is required by the PPSA and that requirement cannot be excluded.

*ii) Where default*

In the event of a default by the Customer in performing of any of its obligations in connection with a supply of Goods under the Trading Terms, the Customer agrees that (as between the parties to the Trading Terms) the Company is not obliged to give notice to any other secured party with interests in the same collateral or to any other third party of any enforcement or recovery action that it takes or which it may take with respect to its security interest in any of the Goods.

#### 14. Insolvency Events

If the Customer:

- a) becomes insolvent or bankrupt;
- b) is the subject of an application to wind up, or if a Liquidator, Provisional Liquidator, Receiver, a Receiver and Manager, or an Administrator is appointed with respect to the Customer or any of the Customer's assets;
- c) makes an arrangement or composition with the creditors of the Customer or attempts to make such an

arrangement or composition;

- d) is unable to pay their debts as they fall due;
- e) fails to comply with a statutory demand made under the Corporations Act 2001 (Cth) for payment of a debt;
- f) ceases business;
- g) has execution levied against any of their assets; or
- h) has a mortgagee Liquidator, Provisional Liquidator, Receiver, Receiver and manager or Administrator enter or seek to enter into possession of any of its assets,

then any monies actually or contingently owing to the Company at that time under any contract formed on these Trading Terms (including any amounts which would not otherwise be payable until a later date or dates) are immediately due and payable (without the need for any demand by the Company).

#### 15. Force Majeure

- a) The Company may suspend any or all of its obligations to the Customer that are affected by any act of God, fire, flood, storm, earthquake, strike, lockout, trade dispute, breakdown, theft, crime, delays in shipping, or the inability of the Company to procure necessary materials or articles preventing or retarding performance of the contract or any other cause not reasonably within the control of the Company (each a "Force Majeure Event") and the Company is not responsible for any delay, default, loss or damage due to any Force Majeure Event.
- b) When a Force Majeure Event ceases to affect the performance of any of the Company's obligations, the Company must lift any suspension of those obligations that it makes under clause 15 a).

#### 16. Dispute Resolution Arrangements

##### A. General

- (i) Except where the party seeks urgent interlocutory relief, if a dispute arises out of or relates to any matters arising of or related to these Trading Terms neither party may commence any court proceedings relating to the dispute unless it has first complied with the dispute resolution arrangements set out in this paragraph 16.
- (ii) A party claiming that a dispute has arisen under or in relation to these Trading Terms must give written notice to the other party specifying the nature of the dispute.
- (iii) On receipt of that notice by that other party, the parties must endeavor in good faith to resolve the dispute expeditiously using the mechanism set out in this paragraph.
- (iv) The parties agree that upon request they will provide each other with all relevant files and records (including without limitation any relevant financial documents, working papers and supporting documents) that are necessary to a resolution of the dispute.

##### B. Customer Disputes

###### Instore:

- Initially Customer disputes shall be handled by the Company's instore management and, if need by the Company's head office management team.
- If the disputes is unable to be resolved by the Company, the Company will advise the Customer to contact the Jewellers Association of Australia (JAA) with their case and attempt to resolve the dispute with the aid of that Association.

###### Online:

- Initially Customer disputes shall be handled by our head office management team.
- If the dispute is unable to be resolved by the Company, the Company will advise the Customer to contact the Jewellers Association of Australia (JAA) with their case and attempt to resolve the dispute with the aid of that Association.

### **C. Mediation arrangements**

Where a dispute has been unable to be resolved using the processes set out in clause 16 B, the parties shall endeavor to resolve the dispute between them in accordance with the mediation procedures set out below:

- a) The parties shall jointly appoint a mediator and agree on the mediator's remuneration. If the parties fail to agree on the appointment and remuneration within 5 Business Days of service of notice or any other time that the parties agree to in writing, either party may apply to the President of the Jewellery Association of Australia or his or her nominee to appoint a mediator and determine the mediator's remuneration.
- b) The parties must observe the instructions of the mediator about the conduct of the mediation.
- c) If the dispute is not resolved within 10 Business Days after the mediator is appointed or any other time that the parties agree to in writing, the mediation ceases.
- a) Each party must pay an equal share of the costs of the mediation to the mediator and each party agrees to indemnify the mediator against liability in respect of the mediation of the dispute.
- b) If the dispute is resolved, each party must sign the terms of the mediation agreement and the terms are binding on the parties and override the terms of this Agreement if there is any conflict.
- c) The mediation procedure is confidential and written statements prepared for the mediator or for any party; and any discussion between the parties and between the parties and the mediator before or during this procedure, cannot be used in any arbitration or legal proceedings.
- d) No party may commence any court proceedings against the other relating to a dispute until the procedures set out in this paragraph C have been complied with.
- e) This paragraph C does not prevent a party from obtaining interlocutory relief.

### **17. Termination**

- a) Either party may terminate the arrangements under these Trading Terms by not less than 30 days notice to the other or immediately by notice to the other party if the other party is subject to an Insolvency Event.
- b) Upon termination all amounts actually or contingently owing by the Customer to the Company are immediately due and payable and the Customer shall immediately on demand deliver up to the Company all goods purchased from the Company for which it has not paid.

### **18. Certificate as to Debt**

A certificate of the Customer's liability under any contract or contracts formed on these Trading Terms, signed by an officer of the Company, is prima facie evidence of the Customer's liability to the Company under these Trading Terms as at the date of the certificate.

### **19. Time**

Time is of the essence for payment of any monies owed by the Customer to the Company pursuant to the provisions specified in these Trading Terms.

### **20. Jurisdiction**

- a) These Trading Terms are governed by the laws of the State of New South Wales
- b) The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales in relation to any dispute or claim arising under or in connection with the supply of Goods or otherwise concerning these Trading Terms.

### **21. The Company's Operational Policies and Procedures**

Details of the Company's policies and procedures relating (inter alia) to the care, insurance, valuation, warranty and many other operational matters relating to the Goods sold and/or consigned by the Company to its Customers is set out in **Schedule 2**.

### **22. The Company's Credit and Privacy Policies**

Details of the Company's Credit and Privacy policies are set out in **Schedule 3**

### **23. The Company's Website Usage Terms**

Details of the Company's Website Usage Terms are set out in **Schedule 4**.

### **24. Notices**

- a) Any notice required by or contemplated by these Trading Terms must be in writing in the English language.

- b) Any notice by one party to the other shall be sufficiently served if served:
- i) personally;
  - ii) by facsimile transmission to the number specified by the Customer or as otherwise notified to the other party, with a transmission confirmation receipt marked "OK";
  - iii) by e-mail to the address specified to the Company by the Customer or as otherwise notified to the other party, if the e-mail is acknowledged by the recipient; or
  - iv) by pre-paid post to the party to be served at the registered office of the party or to the address specified by the Customer or as otherwise notified to the other party, (in which case it is taken to be received 3 days after the date of posting).

## **25. Miscellaneous**

- a) No employee of the Company is authorized to bind the Company unless the Company has given the Customer express written notice to that effect.
- b) The invalidity or unenforceability of any provisions of these Trading Terms shall not affect the validity or enforceability of the remaining provisions.
- c) No delay or failure to act is a waiver of any of the provisions herein contained.  
No waiver is effective unless in writing. A waiver of a breach is not a waiver of any other breach.
- d) These Trading Terms shall bind the Company and the Customer and their respective successors and permitted assigns.
- e) The Customer may not assign any of its rights or obligations under these Trading Terms without the prior written consent of the Company.



## **SCHEDULE 1: Payment Options**

The Company accepts the following payment options for purchases of Goods:

### **In-store**

- Alipay
- AMEX
- Visa
- MC
- Bank transfer
- Eftpos
- Chinese Union pay

### **Online**

- Alipay
- Amex
- Poli payments
- Paypal
- Visa
- Mastercard
- Bank transfer

### **Further notes repayment options:**

#### **(i) International/AMEX cards:**

(a) No surcharge on premium/international cards.

(b) No surcharge on AMEX

#### **(ii) Paypal:**

(a) Paypal will not be accepted in store. Where purchases are made using PayPal on line , the Goods cannot be collected in store. They will be shipped to the address supplied to the Company from the Customer's PayPal account only (must be a street address, not a post office box).

(b) Customers must ensure the address entered is correct as a change of address is not possible once the Goods have been ordered. There is no surcharge applied to PayPal purchases. The Customer must sign up for a PayPal account in order for PayPal to verify them. This is a security procedure that will protect the Customer. To sign up for PayPal, please visit [www.paypal.com](http://www.paypal.com).

#### **(iii) Bank Transfers:**

(a) Bank transfer payments and cash payments (only in-store) will incur a 1% discount on the total order amount - to redeem the 1% discount the Customer must pay the order in full using bank transfer

(b) It can take up to 2-3 working days to clear bank transfers. The Company will not acknowledge payment until funds are cleared. Title to the Goods remains with the Company until the funds have been cleared.

#### **(iv) Bank Cheques:**

(a) All cheques must be made out to GS Diamonds Pty Ltd.

(b) The Company will not acknowledge payment until funds are cleared.

(c) Title to the Goods remains with the Company until the funds have been cleared.

#### **(vi) Lay-Bys:**

(a) Subject to clause (b) below, a 6 week lay-by arrangements apply unless stated otherwise. Payments must be made weekly until the lay-by has been finalised.

(b) Where a lay- bye involves loose diamonds that are sourced from overseas the diamonds must be paid in full within 7 days from the date of the relevant invoice. .

#### **(vii). International customers:**

Goods must be paid in full before the Goods will be ordered and shipped.

**(viii) Collection Arrangements:**

Customers must produce their original copy of the tax invoice to pick up Goods in store. If a Customer has misplaced their tax invoice, 100 points of ID (including photo) must be produced prior to the collection of the Goods.

**SCHEDULE 2: The Company's Operational Policies and Procedures**

**Item 1- The Company's Diamond Certificates Policy**

This policy applies only to LOOSE diamonds ONLINE AND INSTORE over 0.20ct purchased from the Company.

Such diamonds come with an official Diamond Certificate (also known as a Diamond Grading Report):

Diamond Certificates are provided to the Company by the most highly respected diamond laboratory, renowned internationally for their accuracy and integrity.

Each Diamond Certificate will outline the following factors of the diamond:

- Shape and Cut
- Carat Weight
- Colour Grade
- Clarity Grade
- Any information obtained on Proportions, Polish, Symmetry, Fluorescence and Clarity Characteristics

**Item 2: The Company's Care Policy**

The Company offers Customers a free cleaning and polishing service in store for life and the first rhodium plating is free. All other rhodium plating will be at a small cost.

**Item 3- The Company's Insurance Policy**

The Company does not offer its Customers in house insurance policies. The Company is affiliated with Centrestone Jewellers Insurance, Australia's leading jewellery insurance provider. Centrestone Insurance provide Customers with comprehensive insurance policies that protect jewellery worldwide

PLEASE CONTACT OUR STAFF TO ORGANISE INSURANCE FOR YOU.

(a) For online purchases please call or email [info@gsdiamonds.com.au](mailto:info@gsdiamonds.com.au)

(b) For instore purchases please call the store on 1300 952 556 or email [info@gsdiamonds.com.au](mailto:info@gsdiamonds.com.au)

**Item 4- The Company's Valuation Reports Policy**

(i) A valuation report is a document that provides a detailed description and value of jewellery item(s). A standard jewellery valuation involves carefully examining each item to assess the quality and attain a value based on current market conditions.

Please note: Valuation reports are not to be used to assess resale value.

(ii) The Company works with a member of the National Council of Jewellery Valuers to provide valuations for its Customers after the completion of a purchase.

(iii) The Company only provides valuation reports for jewellery and diamonds made/purchased from the **Company**.

(iv) Diamonds purchased from the Company that are in need of a valuation require a valid certificate. The Company does not accept any other items of jewellery or diamonds that are not made or purchased from the Company for valuation.

**Item 5- The Company's Delivery Policy**

(i) Whilst the Company shall use all reasonable endeavors to comply with the Customer's particular delivery requirements and order specifications, the Customer will not be entitled to claim compensation by reason of failure to comply with their delivery requirements or minor variations to the Goods.

(ii) Delivery shall be deemed to have taken place when the Company or its agent delivers the Goods to or leaves the Goods at the address shown on the Tax Invoice for the delivery of such Goods.

### **Item 6- The Company's Shipping Policy**

The Company's current shipping policy with respect to orders placed by Customers with the Company is as follows:

- (i) It provides free shipping on all orders to Customers in Australia and New Zealand. These orders are also fully insured by the Company.
- (ii) Each order shipped by the Company will include:
  - (a) The item or items ordered;
  - (b) Where applicable, a Diamond Certificate;
  - (c) Where applicable, a Valuation Certificate and
  - (d) Appropriate GS Diamonds Packaging.
- (iii) Orders placed:
  - (a) Between 9:30 am - 4:30 pm on Monday - Friday will be processed same day and
  - (b) Orders placed outside of these hours or on Saturdays, Sundays and Public Holidays will be processed on the following business day.
- (iv) It uses TNT Postal Service for its shipments within Australia, which provides the Customer with a tracking facility
- (iv) It uses Fed-Ex for shipping to New Zealand and for all other international destinations.
- (v) It does not ship to post office boxes. It only ships to a Customer's home or work address where there is a person available to collect and sign for an order. If no one is available, TNT Postal Service will leave a collect card and the Customer will be directed to their TNT Depot to collect their shipment.

**Below are the TNT terms and conditions in situations where the Customer is unavailable to collect the parcel:**

- (a) If the address for delivery is unattended and you or the receiver of the shipment have given us a written 'authority to leave' then we may leave the shipment at the unattended address and delivery will be deemed to have occurred in accordance with these terms and conditions. You hereby agree to indemnify us against and hold us harmless from all claims by any party and from all loss or costs, of whatsoever nature, which we incur as a consequence of the shipment being left in accordance with such 'authority to leave'.
- (b) Where we are unable to complete the delivery of a shipment for whatever reason you agree that we may, at our discretion, either:
  - a) attempt a second delivery; or
  - (c) If delivery has not been made after a second attempt by us or the receiver refuses to accept delivery we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing or storage of or returning the shipment and our charges (if any) for making a second or more delivery attempts and for the agreed appropriate next action.
  - (d) You give us authority to dispose of the shipment (or any part thereof) in accordance with our disposals policy which is available at [www.tnt.com.au](http://www.tnt.com.au).

#### **Fedex**

If you are not available to accept delivery of your shipment, your courier may leave you a delivery attempt notice with information on when the next delivery attempt will be made. If you need more information about a package, please **call Fedex Customer Service**. You can also track the status of your shipment online at [fedex.com](http://fedex.com).

#### **Paypal**

PayPal purchases will only be shipped to the address on invoice. PayPal purchases cannot, at any time, be collected from the Company's store.

- (vi) It recommends the examination of a package before signing or receiving goods that look to be tampered or damaged, please contact GS Diamond immediately if you notice this, (GS Diamonds contact details: [orders@gsdiamonds.com.au](mailto:orders@gsdiamonds.com.au))

## **Item 7 : The Company's Returns, Refunds & Exchange Policy**

The Company's returns, refunds and exchange policies are as follows:

### **A. Jewellery Guarantee**

- (i) The Company stands by the quality and craftsmanship of its jewellery. All of the Company's jewellery is manufactured with the highest quality materials, using the latest in innovative technology and created by highly skilled designers and jewellers.
- (ii) All jewellery is thoroughly inspected before it is shipped. Customers are provided with a lifetime guarantee against manufacturing faults on all GS Diamonds manufactured items. If for any reason a Customer finds a manufacturing fault with their jewellery item, they should bring it in to the Company's store or ship it to the Company to be assessed by the Company's jewellers. Repairs for manufacturing faults are free of charge to the Customer.
- (iii) If it is found that any damage is the result of general wear and tear (this includes damage such as dents on claws and band, scratches and the occasional loss of stones), the Customer will be charged a repair fee. Customers will always be notified of the assessment outcome before a repair is undertaken.
- (iv) The above guarantee does not cover general wear and tear or physical damage to the item, loss of stones or theft. The Company recommends that Customers take out insurance for their jewellery items.
- (v) The Company will not be held accountable for any items repaired or altered by another jeweller other than GS Diamonds or its agents. Any repairs or alterations made without the agreement of the Company will void any return/refund or exchange as well as void the lifetime guarantee.

### **B. Claims and Returns**

- (i) In so far as permitted under the Australian Consumer Law, the following claims and returns procedures shall apply to all purchases made by Customers from the Company.
- (ii) Unless otherwise Customers will be responsible for immediate examination of the Goods upon arrival at their destination and will be taken to have accepted any Goods received by them as being in accordance with its order unless it notifies the Company in writing of its claim, including invoicing shortages, within 30 days from the date that the order is collected.
- (iii) No return of Goods that are allegedly defective or faulty will be accepted by the Company unless either:
  - The Customer is a Consumer in relation to those Goods and is entitled to return them because a Consumer Guarantee applies; or
  - The Company has given prior written authorization for the return of the Goods.
- (iv) The Customer must contact the Company first before returning an item. All Goods for return will be inspected by a representative of the Company prior to the Company accepting any obligation for the return of the Goods. Requests for refund or exchange will be managed by the Company's quality control department. They will assess the condition of the returned item and only unworn items in their original condition and packaging will be accepted.

The Company may, in its discretion, refuse to accept a return of the Goods that:

- (a) are merely the subject of general wear and tear damage or
- (b) have been altered, engraved, resized or modified or
- (c) are the subject of a claim that is more than 30 days from the date of purchase or repair of the Goods.

Any dispute as to what is reasonable "general wear and tear damage" or any other dispute under these provisions shall be referred to the the President of the Jewellery Association of Australia in accordance with the dispute resolution procedures set out in paragraphs 16 of the Trading Terms.

- (v) If the Company consents to the return of any Goods under clause (iii) , the Customer must:
  - Provide to the Company a written statement setting out the reasons for return of the Goods;
  - Give the Company details of the original invoice number and the date of delivery of the Goods; and
  - Provide to the Company a copy of the receipt or delivery docket relating to the Goods.
- (vi) Other conditions relating to Jewellery refunds:
  - (a) Exchange or credit notes are valid for 30 days from the date the order is collected by the Customer.
  - (b) 30 day Refunds: not applicable to custom made/modified goods/goods which have been resized more than two sizes from the goods original size/non branded GS goods.
  - (c) The return process takes up to 5 business days to process. The Customer will be notified of the outcome once the return has been assessed.

- (d) Shipping costs and insurance associated with the return or exchange of items are non-refundable and are the shipper's responsibility.
- (e) Refunds for returned items will be issued in the same form they were originally paid.
- (f) Jewellery items received outside of the refund period will not be accepted.
- (g) No refunds on sale items.
- (h) No refund or exchange on custom made Goods- this includes products that have been engraved, resized or modified from their original design in any way. Cancellations on custom made items and overseas orders will incur a cancellation fee to cover any reasonable costs incurred by the Company relating to the cancellation of the order.

### **C. Loose Diamonds Claims, Returns and Exchange Policy**

The following money back guarantee (“MBG”) exchange and refund policies and procedures shall apply to:

#### **(i) Diamonds purchased from the Company's In Store Selection:**

- Stock diamonds can be viewed in store at any time,
- These diamonds can be returned and refunded in full within 30 days of purchase or can be exchanged and refund if the order fits the 30 day moneyback arrangements set out herein
- The Company will not accept any returns of loose or set diamonds without the original GIA certificate (as GIA no longer makes replacement certificates)
- Any complete order over AUD \$15,000 excluding GST will not be applicable for a MBG
- The MBG is valid for 30 days from the date the order is collected by the customer. Goods received outside of this 30 day period will not be accepted.
- The 30 day MBG will only be valid if the Customer pays for the Goods at the time of placing the order
- If a Customer decides to pay by installments via the Company's layby policy, the 30 day MBG will not be applicable
- Items that are deemed special orders or custom made Goods, will not be eligible for the 30 day MBG for the diamond ONLY. Customers cannot return or exchange the setting.
- Sale and/or discounted items will not be valid for the MBG.

#### **(ii) Diamonds purchased from the Company's Online Selection:**

- These diamonds can be returned and refunded within 30 days of purchase or can be exchanged and refund if the order fits the 30 day MBG arrangements herein described.
- The Company will not accept any returns of loose or set diamonds without a ORIGINAL GIA certificate (as GIA no longer makes replacement certificates)
- Any order over AUD \$15,000 excluding GST will not be applicable for a MBG
- The MBG is valid for 30 days from the date the order is shipped. Diamonds received outside of this 30 day period will not be accepted
- The Customer has 30 days from the date that the order is shipped until the 30<sup>th</sup> day to return their order - the order can arrive outside of the 30 days if the return shipment has been postmarked with a date inside of the 30 MBG period.
- The 30 day MBG policy is valid for Australian and New Zealand Customers only
- No MBG is offered to international Customers (excluding New Zealand)
- Sale items will not be valid for the MBG

#### **Note- MBG may not apply in some situations:**

For both in store and online purchases if a Customer:

- Makes two different purchases of stones under \$15,000 (ex GST) and the second purchase is made under a different name;
- Purchases two or more diamonds within a period of 12 months from the date of the first purchase where the total purchase price of the diamonds exceed \$15,000 (ex GST);

then in each such case the MBG shall, in the Company's absolute discretion, apply only to the first purchase.

In some other cases, the MBG may in the Company's absolute discretion, not apply at all. These include situations where:

- The Customer has purchased a diamond for a ring/pendant/earring or other piece of jewellery valued under \$15,000 (ex GST) and likes the diamond but has decided not to proceed with the purchase because they do not like the design of the item after the Company has changed the setting at the Customer's request;
- If a Customer decides to proceed with a diamond purchase after they have been advised by the Company not to;
- If the Goods have been damaged or has been worn;
- If the diamond is not returned to the Company in its original packing;
- If a third party has repaired or resized the diamond; and
- If the Customer has not paid the full value of the diamonds and/or the ring.

*(iii) To be applicable the customer must pay in full for this order*

#### **D. Further returns and refunds policies and procedures**

In addition to the returns and refund policies set out above, the following additional policies and procedures also apply to the return of Goods to the Company and must be complied with by the Customer:

- (i) Where a Customer wishes to return a diamond, seek a refund or exchange or repair a diamond that they have purchased they must first contact the Company before proceeding to obtain the Company's consent for such return. If return is agreed to, the Customer will then be given the necessary instructions on how to proceed with the return.
- (ii) When returning Goods, a Customer must include all the original packaging, the original certificate(s) and a copy of the invoice.
- (iii) For security purposes, a Customer should not write the words "GS Diamonds", "GS" or the word "jewellery" or any other words indicating jewellery (**diamonds or gold**) on the outside of the box or package.
- (iv) If the Customer is advised to return any Goods to the Company, they should ship the item to the companies Head Office located in Sydney-
- (v) When returning Goods, a Customer should send the package by registered mail as this is a safe way to ship valuable items.
- (vi) Customers should insure any package they send to the Company for the entire amount of the invoice including shipping/handling costs. For returns in excess of \$5000, the Customer should contact a third party insurance company for their protection coverage. The Customer shall bear the costs of any third party insurance and return shipping
- (vii) Loss, damage or theft of return shipments are the sole responsibility of the Customer and the Company shall have no liability for any loss or damage that the Customer may suffer during return shipping. For the avoidance of doubt, no refund will be granted if the Company does not receive the package from the Customer for any reason including without limitation by reason of theft or any act or omission by the Customer or a third party.
- (viii) If the Customer is advised to come into the Company's store in person, the Company's address is Shop 34-36, Level 2, Queen Victoria Building, 455 George Street, Sydney NSW 2000, Australia.
- (ix) Once a return is accepted by the Company, a representative of the Company will contact the Customer to handle the conditions of the return, exchange or repair.
- (x) Any refund will cover only the price of the item, excluding shipping/handling and insurance costs.
- (xi) Any returns, refunds, exchanges and repairs that do not comply with the Company's policies and procedures set out in this Schedule will not be accepted.

### **Item 8- : The Company's Price Match Guarantee Policy**

The Company will match the price that a Customer is required to pay for a diamond against the price a Customer can obtain for the exact same diamond from a competitor of the Company subject to the following conditions:

- (i) The diamond to be matched must be that exact diamond (verified with GIA certification number)
- (ii) The price match guarantee will only be applied if it is requested by the Customer before the diamond has been purchased from the Company;
- (iii) The Customer must provide evidence to the Company's reasonable satisfaction of the source of the price that they require to be matched and
- (iv) The Company has an absolute discretion as to whether match the competitor's price.

### **Item 9: The Company's Warranty Policy- General**

- (i) The Company warrants that any diamonds that are sold to the Customer from time to time have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions. The Company warrants that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds.
- (ii) The Company warrants that any diamonds supplied to the Customer are exclusively of natural origin and untreated based on personal knowledge and/or written assurances provided to the Company by the suppliers of these diamonds, unless otherwise stated

### **Item 10: The Company's Lifetime Manufacturers Warranty Policy**

#### **Instore:**

- Customers will receive a lifetime warranty against manufacturing defects.
- It is in the Company's absolute discretion whether to accept an item is valid for warranty purposes.
- Items will not be valid for a manufacturer's warranty if the concludes that an alleged defect was the result of something other than a manufacturing fault.
- In the above case, the Company will notify the Customer and offer them repair services (at the Customer's expense).
- Customers should note that slight irregularities and variations in craftsmanship or natural characteristics, or internal inclusions, visible or otherwise, in colored gemstones and diamonds are unique and individual to each item. These characteristics are considered as part of the character of the item, and should not be considered a defect.
- Due to platinum being a softer metal it requires more care **than 18 carat gold**. It is more susceptible to bending and scratching and accordingly, such damage will be considered wear and tear and shall not be covered under the lifetime manufacturing warranty.
- Maintenance, repair, sizing or services performed by someone other than the Company will void the lifetime manufacturers' warranty that is offered by the Company.
- Examples of some common jewelry issues that would not be considered manufacturing defects include:
  - Discoloration due to exposure to chemicals, make-up, swimming pools, hot tubs or bathing.
  - Prongs and precious metals, in general, wear over time and may require "building up" or restoration work as normal wear.
  - Bent, caught or worn out prongs(s) allowing a stone to fall out or be lost due to normal wear or other damage.
- Lost centre diamonds or side stones are not covered by the lifetime manufacturer's warranty and private jewelry insurance should be taken out on the item
- Fine jewelry is not impervious to normal wear, activities or trauma. This is particularly true for rings since hands are regularly subjected to considerable abuse. The Company does not provide warranties for damage due to
  - normal wear, product loss, loss of stones or theft. Damage or loss that results from failure to obtain repairs necessary to maintain the integrity of the product are also not covered.

**Online:**

- Customers will receive a lifetime warranty against any manufacturing defects.
- Customer must contact the Company with their warranty claim and send their item for inspection by the Company
- It is in the Company's absolute discretion whether to accept an item is valid for warranty purposes.
  
- Items will not be valid for warranty if it is concluded by the Company that the defect was not caused by a manufacturing fault.
- In the above case, the Company will notify the Customer and offer them repair services (at the Customer's expense)
- Customers should note that slight irregularities and variations in craftsmanship or natural characteristics, or internal inclusions, visible or otherwise, in colored gemstones are unique and individual to each item. These characteristics are considered as part of the character of the item, and should not be considered a defect.
- Maintenance, repair, sizing or other service performed by someone other than the Company will void the Lifetime Manufacturer's Warranty.
- Fine jewelry is not impervious to normal wear, activities or trauma. This is particularly true for rings since hands are regularly subjected to considerable abuse. The Company does not provide warranties for damage due to normal wear, product loss, loss of stones or theft. Damage or loss that results from failure to obtain repairs necessary to maintain the integrity of the product are also not covered.
- Some examples of common jewelry issues that would not be considered manufacturing defects include:
  - Discoloration due to exposure to chemicals, make-up, swimming pools, hot tubs or bathing.
  - Prongs and precious metals, in general, wear over time and may require "building up" or restoration work as normal wear.
  - Bent, caught or worn out prongs(s) allowing a stone to fall out or be lost due to normal wear or other damage.
  - Lost stone or a stone has fallen out due to chipping or breaking caused by normal wear or other damage.

**Item 11: The Company's Polish and Plate Policy****Instore:**

- Customers are entitled to one complimentary polish and plate for the lifetime of their purchase provided always the Customer shall bear any shipping costs associated therewith.
- Customers must bring their item into the Company's Sydney store or send their ring via insured mail. If the latter, the Company must be notified in writing that a polish and plate has been requested.
- Polish and plates take a standard two weeks for completion.
- At the discretion of the Company's store manager, the Company may agree to polish and plate non GS Diamonds jewellery provided always that the Company will not be liable for any stones falling out, chipped diamonds, warranties being void due to the Company's handling of non GS jewellery.

**Online:**

- Customers are entitled to one complimentary polish and plate for the lifetime of their purchase provided always the Customer shall bear any shipping costs associated therewith.



- Customers have the option of claiming a free polish and plate by sending their item via insured courier (at their cost) the Company must be notified in writing that a polish and plate has been requested or bringing their item into the Company's Sydney store
- Polish and plates take a standard two weeks for completion

### **Item 12: The Company's Resizing Policy**

#### **Instore:**

- Customers are entitled to one complimentary resize of their diamond purchase for the lifetime of their purchase.
- The Customer has the option of claiming this a free resize by sending their item via insured courier (at their cost) the Company must be notified in writing that a resizing has been requested or bringing their item into the company's Sydney store.
- Resizing takes a standard two weeks for completion.
- The Company is unable to resize more than two sizes up or down.
- The Company cannot resize pave style rings, or eternity rings.
- At the discretion of the Company's store manager, the Company may agree to polish and plate non GS Diamonds jewellery provided always that the Company will not be liable for any stones falling out, chipped diamonds, warranties being void due to our handling of non GS jewellery.

#### **Online:**

- Customers are entitled to one complimentary resize of their diamond purchase for the lifetime of their purchase.
- Customers have the option of claiming a free resize by sending their item via insured courier (at their cost) the Company must be notified in writing that a resizing has been requested or bringing their item into the Company's Sydney store.
- Resizing takes a standard two weeks for completion.
- The Company does not resize non GS Diamonds jewellery.
- The Company is unable to resize more than two sizes up or down.
- The Company cannot resize pave style rings, or eternity rings.

### **Item 13 : The Company's Jewellery Cleaning Policy**

#### **Instore:**

- Customers are entitled to complimentary jewellery cleaning (ultrasonic) for the lifetime of their purchase.
- If an item is over one year old and has stones fall out after being cleaned in the ultrasonic process, this will be considered due to wear and tear.
- If the item is under one year old and stones fall out after being cleaned in the ultrasonic process than the Company will repair the item free of charge unless damage is noted on the item arising from wear and tear.

#### **Online:**

- Customers are entitled to complimentary jewellery cleaning (ultrasonic) for the lifetime of their purchase.
- Customers must come to the Company's Sydney store to receive complimentary cleaning.

- If an item is over one year old and has stones fall out after being cleaned in the ultrasonic process, this will be considered due to wear and tear
- If the item is under one year old and stones fall out after being cleaned in the ultrasonic process than the Company will repair the item free of charge.

**Item 14 : The Company's Laybys Policy**

- All instore laybys will last for a maximum six week period only.
- Any laybys involving Goods that are to be sourced from overseas must be paid within 7 days from the date the goods are received by the Company.
- Adjustments to the above time periods may be made by the Company in its absolute discretion but in any event any adjust to the layby time period must be made and confirmed by the Company in writing or by email.
- A minimum deposit fee of 30% of the complete order is required.
- All laybys are not valid for the 30 Day MBG.
- No layby arrangements are available for online purchases

**Item 15: The Company's Cancellation Policy ON LAYBYS**

**Instore:**

- Customers have 24 hours to notify the Company of their desire to cancel any order placed by them with the Company. All requests for cancellation must be made in writing, by email, or by phone.
- Any justified costs incurred by the Company during that period of time will be charged to the Customer.
- If a Customer cancels their layby order outside of the 24 hour period, they will not receive a refund of their deposit.

**Online:**

- Customers have 24 hours to notify the Company of their desire to cancel any order placed by them with the Company. All requests for cancellation must be made in writing or by email or **by phone**.
- Any justified costs incurred by the Company during that period of time will be charged to the Customer.
- Any cancellation requests received outside of this 24 hour period will not be valid and will incur a fee to the total cost incurred by the Company to process and/or manufacture the Customer's order (inc. labor costs, holding fees, freight charges, etc.).

**Item 16: The Company's Infinity Wedding Rings Policy**

**Instore:**

- Customers will receive a copy of the suppliers (Infinity) terms and conditions for their reference.
- Customers are entitled to contact the Company to process their warranty entitlements
- Customers must register their ring with Infinity's Satisfaction Guarantee to receive the lifetime warranty provided by Infinity Rings.
- Customers are entitled to receive the first resize and engraving for free (turnaround time is strictly 2 weeks).

- Customers can only resize their ring 2 sizes up/down. Any size above/below 2 sizes will require a remake of the ring and the customer will be charged if they haven't registered for the satisfaction guarantee and require the resize within five months of the purchase date.
- Please see Infinity's Terms and Conditions document for the full terms and conditions.

**Online:**

- Customers will receive a copy of the suppliers (Infinity) terms and conditions for their reference. There will also be a link on the Company's website for these terms and conditions
- Customers are entitled to contact the Company to process their warranty entitlements
- Customers must register their ring with Infinity's Satisfaction Guarantee to receive the lifetime warranty provided by Infinity Rings.
- Customers are entitled to receive the first resize and engraving for free (turnaround time is strictly 2 weeks).
- Customers can only resize their ring 2 sizes up/down. Any size above/below 2 sizes will require a remake of the ring and the Customer will be charged if they have not registered for the satisfaction guarantee and require the resize within five months of the purchase date.
- Please see Infinity's Terms and Conditions document for the full terms and conditions.

**Item 17: The Company's Diamond Inspection Policy**

The following Inspection Policy applies to all purchases made online or instore:

- Every diamond purchase from the Company undergoes careful inspection to ensure its suitability
- If the Company deems that a particular a diamond is unsuitable for any reason based on its expertise, the Customer will be advised of this fact via email or telephone.

(Note; if the Customer still wishes to proceed with the order, the MBG will not apply):

**Item 18: The Company's Diamond feed policy**

- Prices and diamond availability will vary often as the diamond feed is live and being accessed worldwide
- Customers need to be aware that their selection may not be available from the time they begin using our website to the end
- Any diamond purchased by a Customer online will be carefully inspected within 48 hours to ensure suitability and availability.

**Item 19: The Company's policy re Customers' own diamonds/gemstones**

**Instore:**

- Customers may bring their own diamonds into the Company's store in order to set in one of the Company's settings.
- The Company will not be liable if the Customer's stone is treated and loss or damage occurs in the course of this process.
- The Company will only accept a Customer stone if it comes with certification and a laser number.

**Item 20: Collection Arrangements**

- Customers must bring a copy of the relevant invoice relating to their purchase of the Goods when collecting their order.
- If they do not bring their invoice, they must verify their identity with 100 points of ID (including photo id).

- The Company will not be liable to the Customer for any loss or damage that they may suffer arising from any act or omission by any staff, employee or agent of the Company to correctly verify the Customer's identity in the course or connected to the collection of the Goods.

### **Item 21: Upgrade Program**

#### GS Diamonds Upgrade Policy

As part of our service commitment, GS Diamonds is pleased to offer a diamond upgrade policy on all GIA graded diamonds. Simply call 1-300-181294 to learn more about our upgrade policy and to select your new diamond. The GS Diamonds Upgrade Policy is available for purchases in Australia. Upgrades for other countries may be eligible on a case-by-case basis. Upgrade purchase must be made in original currency. Coloured diamonds are ineligible for this policy.

#### GS Diamonds Upgrade Policy Guidelines

##### Diamond:

- All GIA graded diamonds purchased from GS Diamonds are eligible.
- You will receive credit equal to 100% of the original price toward the purchase of a new diamond.
- The price of your new diamond must be at least twice the price of your original diamond.
- Your diamond must be in its original condition with the original diamond grading report.
- Any damage to the original diamond will disqualify the diamond from our upgrade policy.

##### Settings:

- There is no upgrade policy for settings.
- If your setting fits your new diamond and is in reusable condition, we will set your new diamond in your original setting. An extra setting fee may be applicable depending on the nature of the setting and condition of the existing setting.
- Any diamond not originally set by GS Diamonds must be returned without the setting.

##### Diamond Grading Reports:

- The original diamond grading report must be returned in reusable condition.
- GS Diamonds reserves the right to disqualify the upgrade policy if the original diamond grading report is damaged. Fees may be applicable for any damaged reports. **Item 23: 3D Resins and Cad Drawings**

##### Instore:

- 3D resins and cad drawings have 95% accuracy to actual finished product

##### Online:

- Cad drawings have 95% accuracy to actual.

