

TERMS AND CONDITIONS

Set out below are the standard terms and conditions (the “**Terms and Conditions**”) of Tova Diamonds Ltd (“**Tova Diamonds**”) which apply in respect of the purchase and/ or resale services (the “**Services**”) offered in relation to the jewellery or other items detailed on the front sheet to the Terms and Conditions (the “**Jewellery**”). **Please read these Terms and Conditions carefully, by signing the front sheet you confirm that you have read, understood and accept the Terms and Conditions and agree to be legally bound by these. If you do not agree to these Terms and Conditions, you may not use the Services and Tova Diamonds will not accept any items from you.**

1. ASSUMPTIONS

1.1.

By accepting the Terms and Conditions you confirm that you:

1.1.1. are aged 18 or over and have the capacity to enter into a legally binding contract.

1.1.2. are using the Services in your own personal capacity and not for any commercial or business purposes

1.2.

By using our Services you warrant that:

1.2.1. you are the lawful owner of the Jewellery, you have the right to sell or otherwise dispose of the Jewellery, and that the Jewellery is free and will remain free from any covenants or encumbrances (owed to third parties or otherwise).

1.2.2. all information and documentation you provide us with in respect of our Services is true and accurate.

1.3.

These Terms and Conditions apply to the Services to the exclusion of any other terms that you may seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2. VERIFICATION PROCESS

2.1.

Further to your attendance in person at our premises (the “**Initial Attendance**”) and your acceptance of the Terms and Conditions, we may take the Jewellery from you, to be retained at our premises or such other location as we may deem to be necessary, so as to carry out an evaluation of the Jewellery. You agree to provide all such certification documents or other verification documents as we may request from you. At the Initial Attendance you will not receive any payment. However, we may provide you with an indicative estimate of what we consider the Jewellery may be worth (“**Indicative Price**”). Please note any estimate is provided for your guidance only. The amount offered pursuant to Clause 3.1 may vary substantially from this. Any Indicative Price given does not constitute an offer and is not binding.

2.2.

We intend to evaluate and verify the Jewellery in order to provide an accurate value (the “**Verification Process**”). As part of the Verification Process we may need to carry out a variety of tests which may include, but shall not be limited to, un-setting of stones, filing, melting, dismantling and acid testing. You recognise and accept that the Verification Process may result in permanent damage to the Jewellery and understand that we do not guarantee that the Jewellery will be returned in the condition in which it was received. You agree that we may carry out such testing as we consider appropriate and accept that we are not responsible and do not accept any liability for any damage done to the Jewellery as a result of any testing procedures that we undertake.

3. MAKING AN OFFER

3.1.

After the Initial Attendance and the Verification Process have taken place we may decide to make you an offer to purchase the Jewellery (an **"Offer to Purchase"**). You are not obliged to accept our Offer to Purchase but any Offer to Purchase made is non-negotiable. Acceptance will be deemed to have taken place at the point you accept, verbally or in writing, our Offer to Purchase (an **"Acceptance"**).

3.2.

An Offer to Purchase remains open for acceptance for 7 days only and thereafter it will be deemed to have been withdrawn. Should you decline an Offer to Purchase or it be withdrawn you will be responsible for arranging the collection of the Jewellery and such collection must take place within 7 days.

3.3.

When an Acceptance occurs the title and legal ownership of the Jewellery passes to us and we will endeavour to pay you the agreed amount within 14 days. After an Acceptance you will not be permitted to change your mind or to otherwise amend or revoke this acceptance.

3.4.

Further to the Initial Attendance and Verification Process, where we do not consider the Jewellery of suitable value or quality or for any other reason, including but not limited to those set out at Clause 4, we will not make an Offer to Purchase. We may however make an offer to attempt to sell the item on your behalf (**"Customer Sale Offer"**). We will endeavour to advise you of this offer within 14 days of the Verification Process. When making a Customer Sale Offer you may be provided with an estimate of the sale value for the Jewellery (a **"Guide Price"**). **Please note such a price is an estimate only. It does not constitute an offer or guarantee and is not binding.** Acceptance will be deemed to have taken place at the point you accept, verbally or in writing, our Customer Sale Offer (a **"CS Acceptance"**). You do not have to accept the Customer Sale Offer but where a CS Acceptance is given we will attempt to sell the Jewellery on your behalf for such price as we determine and where a successful sale takes place we agree to make a payment to you which may be more or less than the Guide Price.

3.5.

For the avoidance of doubt where a CS Acceptance is given title in the Jewellery remains with you until such time as a sale of the Jewellery to a third party may occur.

3.6.

After a CS Acceptance takes place, we reserve the right to terminate this arrangement at any time if we cease to with to attempt to sell the Jewellery. We may terminate the Agreement by giving you notice in person, by phone, email, post or as otherwise agreed. Upon receiving such notice you must arrange collection of the Jewellery within 7 days or the Jewellery will, at your responsibility, risk and liability, be returned to you. You may terminate the arrangement at any time by giving us notice but you understand that there may be a delay between the communication from you and our withdrawal of the Jewellery from sale, this delay may result in the Jewellery being sold to a third party and you accept that in such circumstances we are not responsible and that you have no rights to the Jewellery.

4. REJECTION OF GOODS

4.1.

We are not obliged to make an Offer to Purchase or a Customer Sale Offer, all offers are made at our discretion.

4.2.

Further to Clause 4.1, we reserve the right to reject the Jewellery if it does not come with the relevant

certification or other paperwork as considered necessary by us.

4.3.

Where we have any concern or suspicion that the Jewellery provided is stolen or if lawful title is in any way in doubt we reserve the right to retain the Jewellery and notify the Police or any other authority as we see fit.

5. LIMITATION OF LIABILITY

5.1.

We are not responsible for any indirect or consequential loss which arises from this agreement. Nor are we responsible for any loss or damage for any actual or anticipated loss of profit, loss of business, loss of contracts or loss of business opportunity that you may suffer as a result of your use of the Services.

5.2.

Further to Clause 5.1 our total aggregate liability for any and all claims you may bring against us in connection with the Services whether in contract, tort or otherwise shall be no more than the amount of the lowest Indicative Price or Guide Price that you have been given.

5.3.

We do not accept responsibility or liability for the Jewellery while it is in our care and you recognise that it is left with us at your own risk.

5.4.

Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation and any other liability that cannot be lawfully excluded or limited by English Law.

6. INDEMNITY

6.1.

You agree to indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs, **costs related to any criminal investigation**, and/or other expenses) arising out of or in connection with any breach by you of the terms of these Terms and Conditions.

7. GENERAL

7.1.

Any variation to these Terms and Conditions will only be valid where it is made in writing and signed by both parties.

7.2.

We may transfer our rights and obligations under these Terms and Conditions to another organisation, but this will not affect your rights under this Agreement.

7.3.

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or confer on any third party any right to enforce any term of this agreement.

8. GOVERNING LAW AND JURISDICTION

8.1. The Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim in respect of this agreement (including non-contractual disputes or claims).