

TACHÉ-UNCUT BV

GENERAL CONSIGNMENT CONDITIONS EFFECTIVE January 2nd 2024

PART A – GENERAL

1. The following general consignment conditions (the “**Consignment Conditions**”) are applicable on every consignment of goods to the intended buyer of the goods located in Belgium (the “**Buyer**”) by Taché Uncut BV (“**TUBV**”), the Buyer acknowledging that it has already agreed to the use of these Consignment Conditions in respect of every such consignment. Subject to Condition **Error! Reference source not found.** below, these Consignment Conditions (together with the terms and conditions included in the consignment invoice in respect of the consigned goods (the “**Memorandum**”)) supersede any prior written communications and/or agreements and understandings between the parties in respect of the consignment of the goods specified in the relevant Memorandum and shall apply in preference to and supersede any and all terms and conditions in respect of any order placed by the Buyer and any other terms and conditions submitted to or by the Buyer, including in respect of any diamonds already on consignment by TUBV to the Buyer as at the effective date stated at the top of the first page of these Consignment Conditions. Where the context so requires, “Consignment Conditions” shall be construed to include the terms and conditions included in the Memorandum.
2. Without limitation to any other terms of these Consignment Conditions, the Buyer accepts that until any consignment of goods pursuant to a Memorandum is terminated, the delivered goods are held by the Buyer on consignment from TUBV and the relevant goods are owned by and title thereto shall remain with TUBV as applicable.
3. Subject to Condition 19, the transfer to the Buyer of the risks of loss of or damage to the goods is made as soon as the goods are delivered to the Buyer. The value of the goods specified in the Memorandum is the value which the Buyer is liable for to TUBV in the event of any loss of or damage to the goods.
4. The Buyer must at all times following delivery of the goods to it (i) keep the goods consigned to the Buyer by TUBV separately identifiable from any other goods consigned to the Buyer by TUBV or by any other person other than TUBV; (ii) ensure that the goods consigned to the Buyer by TUBV remain identifiable and traceable as the property of TUBV pursuant to the serial identification number included on the delivery parcel; and (iii) not remove, deface or obscure any identifying number or packaging on or relating to the consigned goods.
5. The Buyer agrees and acknowledges that under no circumstances may any goods consigned to it be further consigned or transferred by the Buyer to any other third party. For the avoidance of doubt this shall not prevent the Buyer from holding the consigned goods through an authorised representative or agent of the Buyer (provided that the Buyer remains fully liable and responsible for the consigned goods in accordance with these Consignment Conditions notwithstanding such holding) or from having the consigned goods valued by a professional valuer.
6. The Buyer must not cause any damage to the consigned goods, nor any modification whatsoever to the consigned goods. The Buyer must have a market standard all risks insurance policy covering all loss of or damage to the goods.

7. TUBV warrants that the diamonds invoiced in the Memorandum are exclusively of natural origin and are untreated. This warranty provided by TUBV is based upon personal knowledge and/or written guarantees provided by the supplier of these diamonds and/or upon the certificates received from recognized institutions when available.
8. The Buyer must carefully inspect the supplied goods upon receipt and notify TUBV in writing of any alleged defects or problems of non-conformity of the supplied goods with the description of the goods in the relevant Memorandum or the terms of the warranty in Condition 7 above at the latest within 3 (three) business days after receipt of the supplied goods. If the Buyer fails to do so, the Buyer shall be deemed to accept that the supplied goods are without defects and are in conformity with the description in the relevant Memorandum and the terms of the warranty in Condition 7 above.
9. The Buyer agrees that TUBV's only obligation in respect of any goods (a) being in breach of Condition 7 or (b) being defective or not being in conformity with the description of such goods in the Memorandum shall be to replace the such goods with goods as described in the relevant Memorandum if available, but only after the Buyer has returned the defective goods to TUBV, subject to compliance with Condition 11 below. If the Buyer fails to return the defective goods within 1 (one) week of the notification of such goods being defective, the relevant goods will be deemed to have been accepted by the Buyer notwithstanding the original notification for the price specified on the Memorandum (subject to any modification to the price specified on the Memorandum agreed between the Buyer and TUBV prior to the original notification of alleged defects by the Buyer).

The Buyer agrees that its recourse in respect of the warranty in Condition 7 and/or any defect or non-conformity as set out in this Condition 9 represents the total liability of TUBV with respect to the goods and sale and delivery of the goods, regardless of whether said liability is based in contract, warranty, negligence, indemnity, strict liability or otherwise, and the Buyer shall have no further recourse against TUBV or any other person in respect thereof.
10. To the extent permitted by law, neither TUBV nor any of their affiliates shall be liable (except in respect of TUBV in case of fraud, gross negligence (*zware fout/faute grave*) or wilful misconduct (*opzet/intention*)) to the Buyer, any successors in interest or any beneficiary or assignee of these Consignment Conditions for any consequential, incidental, indirect, special or punitive damages arising out of the goods, these Consignment Conditions or any breach thereof, or any defect in, or failure of, or malfunction of the goods, whether based upon loss of use, lost business opportunity, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other products, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of the Buyer or customers of the Buyer for service interruption or any claim of whatever nature from the Buyer or the Buyer's customers and whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

Payment of the final purchase price payment in respect of any diamonds by the Buyer to TUBV pursuant to a final invoice ("**Factuur**") shall extinguish any right which the Buyer might otherwise have had in respect of the purchased diamonds under these Consignment Conditions against TUBV or any other party, whether pursuant to Condition 7 or otherwise.
11. Returns made by the Buyer pursuant to Condition 9 will only be accepted if TUBV's specialists confirm that the goods conform to the goods originally shipped, without any damage (other

than such damage specified by the Buyer where relevant), modification or intervention of any kind.

12. These Consignment Conditions and the Memorandum in respect of the goods, as applicable, and any non-contractual obligations arising out of or in connection with the Consignment Conditions and the Memorandum shall be governed by and construed in accordance with Belgian law. The Parties agree to submit to the exclusive jurisdiction of the courts of Antwerp, Belgium in respect of any dispute arising out of or in connection with these Consignment Conditions, the Memorandum and the consignment of the goods. However, at TUBV's option, proceedings may be brought by the courts and according to the laws of the place where the Buyer has its registered office and/or, also at TUBV's option, by the courts and according to the laws of the place where the goods were delivered.
13. The Buyer will be responsible for covering all costs arising from any dispute, including but not limited to legal costs and court fees (subject to any legally binding rule or court decision providing otherwise). Failure by the Buyer to acquaint itself with these Consignment Conditions in the native language of the jurisdiction of the Buyer does not exempt the Buyer of their full implementation.
14. TUBV reserves the right to vary these Consignment Conditions from time to time on giving the Buyer at least 5 business days' notice in writing.
15. Each of TUBV and the Buyer acknowledges that (i) it has all information as referred to in article 5.16 of the Belgian Civil Code; (ii) it has reviewed and agreed to these Consignment Conditions on an arm's length basis with the other party; and (iii) these Consignment Conditions reflect a fair and appropriate balance between the rights and obligations of the parties.
16. Each of TUBV and the Buyer expressly waives, to the fullest extent permitted by law, any right it may have to renegotiate these Consignment Conditions or the Memorandum in respect of the consignment of goods solely on the basis of article 5.74 of the Belgian Civil Code.
17. Each of TUBV and the Buyer expressly waives, to the fullest extent permitted by law, any right it may have to terminate these Consignment Conditions or the Memorandum in respect of the consignment of goods in the case of an anticipatory breach by the other party.
18. The Buyer irrevocably confirms that it does not have and will not claim, exercise or enforce any right of set-off, retention, ownership, security or proprietary interest, counterclaim or similar right in respect of any goods consigned under a Memorandum and waives any and all grounds under applicable law for any such claims.
19. These Consignment Conditions shall apply until such time as the goods referred to in the relevant Memorandum have either been returned to and accepted by TUBV or the Buyer has been issued with a Factuur in respect of such goods (as the case may be), at which point these Consignment Conditions shall terminate. For the avoidance of doubt and in accordance with the terms of such Factuur, goods sent pursuant to a Memorandum are only deemed to be sold upon (and title to the relevant goods remains with TUBV) until full payment of the amount specified in the Factuur issued by TUBV in respect of the relevant goods as well as any invoiced interest and any accrued fees. Prior to this, (i) TUBV retains the right to request the goods to be shipped back to it at any time and the Buyer shall comply with such request (to the extent permitted by law); and (ii) in the event of the insolvency of the Buyer, the Buyer shall forthwith use all reasonable endeavours to return the goods to TUBV. Should the Buyer fail to return the goods when requested by TUBV reserves the right to invoice the goods to the Buyer

at a price 20% higher than the value of the goods specified under the Memorandum (to the extent permitted by law).

These Consignment Conditions are available in English at: <https://www.grouperache.com/terms-conditions/>.

Deze Consignatievoorwaarden zijn beschikbaar in het Engels op: <https://www.grouperache.com/terms-conditions/>.

Les présentes Conditions de Consignation sont disponibles en anglais à l'adresse suivante: <https://www.grouperache.com/terms-conditions/>.