

TACHÉ-UNCUT BV

GENERAL SALES CONDITIONS EFFECTIVE January 02th 2024

1. The following general sales terms and conditions (the “**Sales Conditions**”) are applicable on every sale of goods to the intended buyer of the goods (the “**Buyer**”) by Taché-Uncut BV (“**TUBV**”), the Buyer acknowledging that it has already agreed to the use of these Sales Conditions in respect of every such sale. These Sales Conditions supersede any prior written communications and/or agreements and understandings between the parties in respect of the sale and delivery of the goods specified in the relevant final invoice (“**Factuur**”) 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 as at the effective date stated at the top of the first page of these Sales Conditions (the “**Effective Date**”).
2. 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 goods remain the property of TUBV until full payment of the amount specified in the relevant Factuur as well as any invoiced interest and accrued fees, where applicable, and the Buyer is liable to TUBV for the entire amount specified in the Factuur relating to each of the goods in the event of any loss of or damage to the goods prior to such point in time.
3. The Buyer must at all times, following delivery of the goods to it, ensure that the goods remain traceable as the property of TUBV pursuant to the serial identification number included on the delivery parcel and/or specified on the Factuur.
4. Unless the goods referred to in the Factuur were on consignment with the Buyer immediately prior to the issue of such Factuur, TUBV warrants that the diamonds invoiced in this Factuur 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.
5. Unless the goods referred to in the Factuur were on consignment with the Buyer prior to the issue of such Factuur, 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 Factuur or the terms of the warranty in Condition 4 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 Factuur and the terms of the warranty in Condition 4 above.
6. The Buyer agrees that, where the relevant goods were not previously on consignment with the Buyer, TUBV's only obligation in the event of (a) a breach of Condition 4 or (b) any goods being defective or not being in conformity with the description of such goods in the Factuur shall be, at TUBV's option, to replace the delivered goods with goods as described in the relevant Factuur or to refund the Buyer the amounts already paid in respect of the goods that are in dispute, after the Buyer has returned the paid goods to TUBV. In both cases, the Buyer has to return the goods to TUBV subject to compliance with Condition 8 below.
The Buyer agrees that its recourse in respect of the limited warranty in Condition 4 and/or any defect or non-conformity as set out in this Condition 6 is only applicable where the goods were not on consignment with the Buyer under a separate consignment memorandum prior to the

issue of the Factuur in respect of the relevant goods, and 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.

7. Neither TUBV nor any of its affiliates shall be liable to the Buyer, any successors in interest or any beneficiary or assignee of this agreement for any consequential, incidental, indirect, special or punitive damages arising out of the goods, this agreement or any breach thereof, or any defect in, or failure of, or malfunction of the goods, whether based upon loss of use, 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 the relevant Factuur shall extinguish any right which the Buyer might otherwise have had in respect of the purchased diamonds under these Sales Conditions against TUBV (or any other party) whether pursuant to Condition 4 or otherwise.
8. Returns made by the Buyer pursuant to Condition 6 will only be accepted and reimbursed or exchanged if TUBV's specialists confirm that the goods conform to the goods originally shipped, without any damage, modification or intervention of any kind.
9. These Sales Conditions and the Factuur in respect of the goods, and any non-contractual obligations arising out of or in connection with the Sales Conditions and the Factuur shall be governed by and construed in accordance with the laws of Belgium. 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 Sales Conditions, the Factuur and the sale 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.
10. The Buyer will be responsible for covering all costs arising from any dispute, including but not limited to legal costs and court fees. Failure by the Buyer to acquaint itself with these Sales Conditions in the native language of the jurisdiction of the Buyer does not exempt the Buyer of their full implementation.
11. The Buyer irrevocably confirms that it does not have and will not claim, exercise or enforce any right of set-off, retention, counterclaim or similar right in respect of any goods sold under a Factuur.
12. TUBV reserves the right to vary these Sales Conditions from time to time on giving the Buyer at least 5 business days' notice in writing.
13. 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 Sales Conditions on an arm's length basis with the other party; and (iii) these Sales Conditions reflect a fair and appropriate balance between the rights and obligations of the parties.

14. Each of TUBV and the Buyer expressly waives, to the fullest extent permitted by law, any right it may have to renegotiate these Sales Conditions or the Factuur in respect of the sale of goods solely on the basis of article 5.74 of the Belgian Civil Code.
15. Each of TUBV and the Buyer expressly waives, to the fullest extent permitted by law, any right it may have to terminate these Sales Conditions or the Factuur in respect of the sale of goods in the case of an anticipatory breach by the other party.
16. The total amount appearing on the Factuur constitutes the selling price of the goods.
17. Goods are only deemed to be sold upon 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 where applicable. Prior to this, TUBV retains the right to request the goods to be shipped back to it at any time. Should the Buyer fail to return the goods 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 Factuur.
18. The price is payable 3 (three) days after the date of the Factuur, except that, in case of specific and written changes by TUBV or if a due date is mentioned on the front page of the Factuur, the due date for payment of the price will be the specific and written date or the date mentioned on the front page of the relevant Factuur.
19. If the Factuur is partly or entirely not paid within 7 (seven) days of the due date as required by Condition 18 above, the Buyer will legally and without prior notice be charged with 1% (one percent) interest per month, calculated on the unpaid amount of the Factuur, from the due date. If the Factuur is partly or entirely not paid within 90 (ninety) days of the due date as required by Condition 18 above, the Buyer will also legally and without prior notice by TUBV be charged with a 10% (ten percent) fee calculated on the unpaid amount of the Factuur, as indemnification, with a minimum amount of USD 100. The goods remain the property of TUBV until full payment of the Factuur as well as any invoiced interest and any accrued fees.

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

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

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