



## SERVICE AGREEMENT

This service agreement (« **Agreement** ») is concluded between the parties whose signature appear on this document, dated Month, Date, Year \_\_\_\_\_ (la « **Effective Date** »).

### **Customer Information** **Professional** **Individual**

Last name :	First name:
Business	Business number
Address	Postal Code:
City :	Country:
Telephone	E-Mail

Billing email (if any)

Preferred language of communication

French

English

By signing this Service Agreement, you agree that the Gemstone and Jewelry Appraisal Centre of Montreal and entities of the same group may use your email address to contact you for promotional purposes. You may withdraw your consent at any time by writing to [info@gemmeseval.com](mailto:info@gemmeseval.com).

### **Services**

The Centre agrees to provide the following Services to the Client, under the conditions provided in this Agreement :

Fees are payable at the time the Client hands the items over to the Centre.

### **Items :**

The items that are the subject of this Agreement are those described below (the « **Items** »).

*List of Items :*

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### **Submission of the items**

The items should be submitted to the Centre in the following manner:

**Shipped by the client**

**In-person delivery**

The items will be returned to the Client in the following manner:

**Shipped by the Center**

**In-person collection**

All at the addresses indicated in the Parties' signature block.



**GEMSTONE AND JEWELRY APPRAISAL CENTRE  
OF MONTREAL**

**LE CLIENT**

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**Per**

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**Per**

**MONTRÉAL, date**

**MONTRÉAL, date**

1. The Centre acknowledges receipt from the Client of the jewelry or gemstones listed in the Annex hereto (hereinafter the « Jewelry and Gemstones ») and undertakes to provide the Client with a appraisal report thereof, the whole on the terms and conditions indicated hereinafter;
2. The appraisal report means the analysis and validation of the jewelry and gemstones in order to determine their value. The appraisal value will be confirmed in a appraisal report issued by the Centre; The appraisal report should be considered an opinion and not as evidence.
3. The Client declares to be the owner of the jewelry or gemstones;
4. The appraisal of the jewelry and the gemstones shall be provided as rapidly as possible and in accordance with the rules of the art. All reasonable precautions will be taken to ensure the preservation and the integrity of the jewelry and gemstones
5. In consideration of the appraisal report of the jewelry and/or gemstones, the Client undertakes to pay to the Centre the compensation specified in the Annex hereto;
6. The Centre shall not be liable for the breaking of the jewelry or the gemstone or for damages to them which may have been caused during the appraisal identification save and except in the case of intentional fault or gross negligence, in which case the liability of the Centre shall not exceed the sum of \$5,000.00 per jewelry or gemstone;
7. The Centre undertakes to respect the confidentiality of the personal data supplied by the Client as well as all data relating to, or resulting from, the appraisal identification of the jewelry and gemstones. Such data shall not be disclosed to third parties except in accordance with the law or pursuant to an order from the competent judicial authorities;
8. Under reserve of the above commitment of the Centre to respect confidentiality of the data, and more particularly the anonymity of its clients, the Client authorizes the Centre to utilise general data resulting from its appraisal identification of jewelry and gemstones for purposes of scientific or professional publications;
9. All disagreements between the parties resulting from the present Agreement and including its interpretation or its execution or relating to the appraisal identification are to be resolved by arbitration in accordance with the provisions of the Quebec Code of Civil Procedure and this to the exclusion of all judicial recourses;
10. law of Quebec shall apply to the interpretation and the execution of the present agreement;