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These terms and conditions were last updated on 12-01-2025.

Users of "labrilliant.com" are required to read and agree to these terms and conditions ("Terms and Conditions" or "T&Cs") By using the website, you agree to be bound by the Terms and Conditions. If you do not agree to each and every one of these terms, please do not upload goods, offer goods or make use of the website.

These Terms and Conditions are an agreement between you and Labrillante LLC. At any time Labrillante LLC may change or modify, without prior notice, these Terms and Conditions in its sole discretion and such changes will be effective immediately upon posting on this site. Your use of this site following the changes will mean you accept the changes. We advise you to regularly read these Terms and Conditions.

About us

The terms Labrillante LLC, the Parent Company, us or we, refers to the owner of this website whose registered office is 330 Washington St, Hoboken, NJ 07030, United States.

The term "you" or "your", "Supplier" or "Seller" refers to the user or viewer of this website.

Labrilliant LLC and the site www.labrilliant.com is a powerful marketplace for diamond and jewellery procurement. These are the terms of use for our website and for orders shipping to registered businesses in any geographic location. Our website offers Sellers of diamonds and jewellery a platform to sell their goods to registered businesses. These Terms and Conditions apply to users of the site that have a Seller Account.

Use of site

Authorised use - You may only use this site to make legitimate transactions. All stock list of items for sale must be owned by you and available for you to sell. By posting stock on the site you declare you have all legal and ownership rights to such stock. You may not post any stock you do not own and may not provide any misleading information. It is strictly forbidden to sell counterfeit or stolen items; to violate the personal, proprietary, or intellectual property rights of any third party; or to violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising).

By posting stock on the site you declare that all information provided to Labrilliant LLC about the stock is correct and complete, this is including but not limited to, the price, the certificate number, clarity, cut, carat and color. If and when you share a video or image of an item you declare that such video is in fact a video or image of that exact same item. Should any of the information provided may not be correct, Labrilliant LLC withholds the right to cancel or return a purchase. Although we do not ask to guarantee availability, by uploading your stock list, you declare all stones are available at the time of composing the stock list. In case of a disproportionate amount of stones not being available upon enquiries by buyers, Labrilliant LLC withholds the right to remove your stock for further investigation. Depending on the outcome of such investigation, this may affect your Labrilliant LLC rating.

Use of data and contents - Labrilliant LLC is the sole owner of the website www.labrilliant.com. Any text, design, logos, data, graphics, images, videos, icons, etc. are wholly owned by the Parent Company and is exclusive to its use. Unauthorised use of data downloaded from the website for any commercial purposes, passing the information contained in the website to third parties is strictly forbidden and may lead to legal action. Users may NOT republish, scrape, reproduce, re-distribute or copy any of the content on this site. It is particularly forbidden to link or embed any information on this site to any platform or similar technology or sales channel without written approval from Labrilliant LLC. You will not attempt to reverse engineer or derive any source code or algorithms of our website.

Correctness and availability - We will do our very best to maintain correctness of information on the website as well as the general availability of the website and the services it provides. However, no rights can be derived from the information on the website, nor do

we assume responsibility for errors or omissions in the information provided. We reserve the right to modify or withdraw, temporarily or permanently, (part of) the website without prior notice. You confirm that we shall not be liable to you or any third party for any modification. Labrilliant LLC will not be held liable for the unavailability of the website or any of our services, including but not limited to any loss of revenue resulting from the inability to use our website or services. Every effort is made to ensure buyers are respectable businesses. Labrilliant LLC performs KYC procedures on all buyers. However, Labrilliant LLC can not be held liable in case a sale is made to a consumer, or any unwanted third party.

External content - This site provides links to third party websites. You acknowledge and agree that we are not responsible for the content and or availability of such external sites or resources.

Registration, access and password protection

Registration - To make use of our site and services you are required to register for an account on the website. You must provide accurate and complete information and keep your account information updated. KYC compliance must be completed before any sale can be processed. Labrilliant LLC withholds, in its sole discretion, the right to deny anyone access to the website in case it deems the KYC procedure unsatisfactory.

Access - Access to the site and services are only meant for the entity who has registered it/her/him-self with www.labrilliant.com and for whom a username and password has been given. The login details are not to be shared even temporarily with any third party. Account owners can create multiple logins for people within their organisation. You may never use another person's user account or registration information without permission from Labrilliant LLC.

You shall always have the ability to delete your account by sending a request on the contact page of our website. For more information see the Data Privacy Policy on our website. We may close your account and deny you access to our services effective immediately unilaterally, you will be given notice when your account has been closed.

Password protection - You are fully responsible for any selling or other activity that occurs on your account. You are fully responsible for keeping your account details secure and Labrilliant LLC is not responsible for any consequences arising from unauthorised use of the account. We advise you to change your password regularly. You will notify Labrilliant LLC immediately in case of unauthorised activity on your account.

Order fulfillment

Order confirmation - Labrilliant LLC notifies you when a customer has made an enquiry about an item. You are requested to put the stone on hold for a maximum of 48 hours until further confirmation from Labrilliant LLC. Once a stone is put on hold, you will not sell this stone to any other potential buyer. Failure to do so relatively frequently can lead to your account being closed at the sole discretion of Labrilliant LLC. Once the item has been confirmed by the buyer, Labrilliant LLC will inform you of the sale, at this point the sale is considered binding and legal

obligations arise and these Terms and Conditions apply.

The Seller agrees to provide the goods to a Labrilliant LLC location depending on Labrilliant LLC's request.

The invoice will be made out to a Labrilliant LLC subsidiary. The exact details will be mentioned in the confirmation email and on the Labrilliant LLC platform. The Labrilliant LLC platform and the confirmation email will also contain information about when and where to ship the confirmed item or when and by who the diamond will be collected. All invoices are paid by Labrilliant LLC in 60 days.

Payment - Unless otherwise agreed in writing, payment of all confirmed orders is through local or international bank transfer, for the goods purchased by the Buyer. Labrilliant LLC does not pay in cash. The site will notify you as soon as the payment has been made. Every time we confirm an item we will communicate the bank account we have on file for you. When you confirm the item from your side you automatically also confirm the bank account details communicated are correct and the bank account is in your (company) name and you have full access to the account. Labrilliant LLC will not be held liable for sending funds to the wrong account when you confirmed an account that you do not have access to.

Prices - You will provide your prices in United States Dollars. When you accept a purchase order, this price is binding. Labrilliant LLC is not liable in the case of purchase orders incorrectly accepted by you or any of your associates nor for errors in prices provided by you. Labrilliant LLC withholds the right to charge any price to the Buyers on the platform, without disclosing that information to you.

Unless otherwise agreed with us in writing, you will not have to pay any shipping fee, duty, tax, insurance fee or any other charge to the shipping company.

Shipment - Labrilliant LLC will either collect the goods from your office or request the items to be shipped to a Labrilliant LLC Fulfillment Centre.

The online platform and the confirmation email will contain information about collection or when and where to ship the confirmed items. Shipment is completed through third party couriers, including but not limited to UPS, Brinks, MalcaAmit, BVC Express, PS and FedEx.

Quality Control - Labrilliant LLC manually checks every stone purchased through the platform. All diamonds are checked for brown, green or milky appearance and that they match all information provided by you. The Seller agrees to provide correct BGM and eye-clean data to Labrilliant LLC. If Labrilliant LLC's quality control process rules that a diamonds has characteristics conflicting with the data provided, Labrilliant LLC will either return the stone immediately, or consult the buyer on how to proceed. If you are found to repeatedly provide incorrect BGM and eye-clean data to Labrilliant LLC, Labrilliant LLC may decide to no longer show your stock on the website until a new standard has been agreed upon.

Cancellation of orders - Once an order is confirmed by you, we confirm the order with the buyer and cancellation of the transaction thereafter cannot be guaranteed. Should you wish to cancel a transaction after confirmation, please reach out to us as soon as possible.

Returns - You agree that returns are mandatory for all Goods you sell on or through our Platform in accordance with the following returns policy and any other returns policies communicated to you through the Platform from time to time:

- for all Goods you sell to us, we will have the right to return the Goods to you:
- within reasonable time after we have notified you of a return, a return notification will be max 45 days from the date of receipt of the Goods by Labrilliant LLC; and for a full refund of the invoice value, if such has been paid by us before, it must be paid back to us within 7 days of receipt by you of the returned Goods.
- for any Goods you sell to us which do not comply in all respects with the Listing and Specification (in each case, a Discrepancy), we will have the right to return the Goods to you within reasonable time after we have notified you of a return, a return notification will be max 45 days from the date of receipt of the Goods by Labrilliant LLC; and for full refund of the invoice value, if such has been paid by us before, it must be paid back to us within 7 days of receipt by you of the returned Goods.

In each case, a consignment of Goods may be returned to you in whole or in part.

Labrilliant LLC reserves the right to determine whether or not there is a Discrepancy in its reasonable discretion. Examples (for illustration only, and without limitation) of Discrepancies include:

- the wrong items being delivered;
- an inscription being incorrect or not as stated in the Specification;
- there being a missing or inaccurate certificate;
- Gemstone being treated or showing signs of having been treated, where such treatment is not expressly and unambiguously stated in the Listing; and
- items being visibly milky or cloudy or not "eye clean"/EC, or being damaged or chipped (other than where expressly and unambiguously stated as such in the Specification).

Where we are entitled to return any Goods purchased from you as specified above, we may do so by notifying you in writing (which may be through the Platform or via email) and arranging for the Goods to be sent back to you at the address registered to you on our Platform or any other address which you provide us not more than 1 day after the date of our return request.

Diamond certificates - When we collect a graded item, you will always have to provide us with an original grading report / certificate. Any items returned to you will be returned accompanied by this original diamond certificate or grading report. You guarantee that the supplied certificate belongs to the specific diamond. Providing the wrong certificate, or a false certificate or a certificate that has been altered or edited is a serious breach of contract which will likely to lead to the stone being returned in which case all costs will be

borne by you.

Miscellaneous provisions

Indemnity - You shall, indemnify, defend, and hold harmless Labrilliante LLC and its subsidiaries, employees, suppliers, or other partners from any losses, costs, damages, liabilities, and expenses, arising out discontinued access to the site or a third-party claim related in any way to (a) a transaction on the platform, or (b) unauthorised access to the site through your account.

Enforceability - In the case of Labrilliante LLC failing to enforce any of these Terms and Conditions the remainder of this agreement will remain in full force and effect. Waiver by either Labrilliante LLC or you or a breach of any of these Terms and Conditions cannot be interpreted as a waiver of any other right in these Terms and Conditions. Labrilliante LLC will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of cause beyond its reasonable control including but not limited to, outages or damages to public infrastructure, natural disaster, war, act of God, or any acts of governmental bodies or authorities.

Governing law - These Terms and Conditions will be exclusively governed by and construed in accordance with the laws of the United States whose courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Labrilliante LLC is registered in the United States.