

Supply of Goods Terms and Conditions

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1 Interpretation

1.1 Definitions:

Business Day: A day other than a Saturday, Sunday or public holiday in the United States, when banks in New Jersey are open for business.

Chosen Currency: Has the meaning given in Clause 10.7.

Company: Labrillante LLC, registered in the United States with offices at 330 Washington St, Hoboken, NJ 07030, United States.

Confidential Information: Has the meaning given in Clause 15.1.

Incentive Pay Customer: A Customer who is required to pay the cost of the goods in accordance with Clause 10.14.

Incentive Pay Customer Fee: Has the meaning given in Clause 10.14.5.

Credit Customer: A Customer who is required to pay the cost of the Goods in accordance with Clause 10.15.

Customer: Any person who submits an Order to purchase any Goods from the Company (including all Standard Customers, Incentive Pay Customers and Credit Customers).

Delivery Location: Has the meaning given in Clause 5.2.

Force Majeure Event: Force Majeure Event means any circumstance not in the Customer's or Company's reasonable control including, without limitation:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination, or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition,

or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- non-performance by suppliers or subcontractors;
- and interruption or failure of utility service.

Goods: The Goods (or any part of them, as the context may require) set out in the applicable Order, as may be more fully described in the Specification.

List Price: Has the meaning given in Clause 10.7.

Order: An order of Goods submitted by the Customer with the Company from time to time either via the Platform, through written notice to the Company or through the API integration.

Platform: The online marketplace provided by the Company at www.labrillante.com.

Specification: Any specification for the Goods, including any related descriptions, drawings, names, the diamond quality and the certificate number, in each case which may be expressly incorporated into the Order or otherwise agreed in writing between the Customer and the Company.

Specific Payment Terms: Has the meaning given in Clause 10.1.

Standard Customer: A Customer who is required to pay the cost of the Goods in accordance with
Clause 10.13.

Supplier: Any suppliers engaged by the Company from time to time.

Terms: The terms and conditions set out in this document, as amended from time to time.

Website: www.labrillante.com, a website operated by the Company.

1.2 A person includes a natural person, firm, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory

provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 Unless the context otherwise requires:

1.6.1 the terms us, our, or we are references to the Company; and

1.6.2 the terms you or your are references to any Customer or potential Customer who has agreed to these Terms.

1.7 To contact us please use the contact form of our Website. To give us formal notice of any matter under these Terms please refer to Clause 13.

2 Status of these Terms

2.1 These Terms apply to the order by you and supply of goods by us to you. The Terms apply to all Orders.

When you place an Order, you declare that you have read, understood and agree to be bound by these Terms.

2.2 These Terms apply in addition to any other terms of use or other terms and conditions, policies or guidelines agreed between you and the Company from time to time, including the Website Terms and Conditions, our Privacy Policy and our AML Policy.

2.3 In the event of any conflict or inconsistency between any of the provisions described in these Terms and any of the other policies/terms and conditions, the relevant policy/terms and conditions listed first in the following list will prevail:

2.3.1 the Privacy Policy (insofar as it relates to personal data);

2.3.2 the AML Policy;

2.3.3 these Terms; and

2.3.4 the Website Terms and Conditions.

2.4 We may amend these Terms from time to time. The most recently published version of these terms will

apply each time you submit an Order with us. Please check for any changes to these Terms every time you place a new Order with us.

2.5 By placing an Order with us you confirm that you are able to agree to and perform all the obligations set out in these Terms (and any other terms and conditions incorporated by reference or agreed between us from time to time). In accordance with Clause 7.4 of our Website T&Cs, you also confirm and agree that you are acting on behalf of a bona fide business in the jewellery trade.

3 The Order Process

3.1 Each Order constitutes an offer by the Customer to purchase the Goods from the Company in accordance with the Order, the Specification and these Terms, which the Company shall be free to accept or decline at its absolute discretion. In the case of Incentive Pay Customers (who are able to submit Orders with the Company before funds clear in the Company's bank account), each Order shall constitute a separate offer by the Incentive Pay Customer to purchase the Goods as per these Terms, which the Company shall be free to accept or decline at its absolute discretion.

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3.2 An Order shall only be accepted when the Company issues a written acceptance of the Order (which may be by email or via the Platform) at which point the offer constituted by the Order is accepted and a binding

legal contract is formed between the Company and the Customer on these Terms.

3.3 All Orders will be conditional upon (among other things) the Company receiving confirmation from the relevant Supplier that the relevant Goods are available and confirmation of the Specification, grading, Price and estimated delivery times of the Goods. If, having received such information from the Supplier, we become aware of any discrepancy between the description or Specification of the Goods on the Platform or in the Order and the description or Specification of the Goods confirmed by the Supplier, we will check with the Customer whether or not it wants to proceed with the Order notwithstanding any such discrepancy, and we will not continue with the Order until the Customer confirms its intention to do so. Even after the Supplier has confirmed the availability of the Goods, an Order is not accepted and no contract is formed unless and until the Company accepts the Order in writing.

3.4 If we take payment from a Customer for any Order which we are subsequently unable to fulfil (whether or not the Order is accepted by us), we will refund the Customer to the value of the unavailable Goods or (subject to the Customer's agreement) provide alternative Goods. Such refund or replacement will, unless otherwise agreed in writing, be the Customer's sole and exclusive remedy for any such non-fulfilment.

3.5 The Customer is responsible for ensuring that the terms of the Order and Specification are complete and accurate.

3.6 Any samples, drawings or advertising produced by the Company and any illustrations contained in the Company's descriptions, catalogues or brochures available on the Platform are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Order nor have any contractual force save to the extent they are expressly incorporated into the Order or Specification.

3.7 For the avoidance of doubt, any Goods available on the Platform from time to time and any quotations for

any Goods given by the Company from time to time shall constitute invitations to treat and not an offer to sell.

3.8 The Company shall assign an Order number to each Order it accepts and notify such Order number to the Customer together with an estimated delivery date on which the Goods specified in an Order are expected to be delivered or available for collection (as applicable). Each party shall use the relevant Order number in all subsequent correspondence relating to the Order.

4 Your Use of the Website and Platform

4.1 Use of our website and the Platform remains subject at all times to our other policies and terms of use communicated to you from time to time.

4.2 You may only use the Website and the Platform to browse the content for bona fide commercial purposes and to make legitimate purchases. You must not use the Website other than for commercial purposes and no consumers are permitted to use our Platform.

4.3 You must not use our Platform for any false or fraudulent purchases or to carry out any comparison purchasing. Comparison purchasing is defined as buying several items at once with the intent to compare and only keep part of the Order.

4.4 Every effort is made to ensure that our catalogue, stock list and other information on the Platform is true and up to date. However, we do not guarantee stock availability.

4.5 Some Goods characteristics shown on images or videos, including but not limited to size, colour, cut and clarity, may appear different than as seen by the naked eye, depending on your computer hardware, software or screen.

5 Delivery

5.1 The costs of delivery will be as displayed to the Customer on our website and Platform and will unless stated otherwise be included in the Order.

5.2 The Company shall arrange for delivery of the Goods to the location set out in the Order or such other location as the parties may agree, or shall make the Goods available for collection at a pre-agreed location (in any case, the Delivery Location). Delivery is completed on the completion of unloading of the Goods at the Delivery Location or, in the case of collection, upon signature for the Goods by the Customer or any person collecting the Goods on behalf of the Customer.

5.3 If you are a Standard Customer, delivery will be conditional upon the Company's receipt of payment for the Goods. If you are a different type of Customer, delivery will be conditional upon the Company's receipt of any amounts owing by you to the Company from time to time.

5.4 Shipment is completed through third party couriers, including but not limited to: UPS, Brinks, MalcaAmit, BVC Express, USPS, PS and FedEx. Additional terms and conditions may apply if imposed by such couriers. We reserve the right to refuse shipment to certain international destinations.

5.5 We recognise that delivery times are important for our Customers and we will endeavour to ensure that all orders are delivered in accordance with the target delivery date. However, all stated delivery times are estimates only, may be influenced by factors outside of our control, and are not guaranteed. In particular, the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 All shipments are fully insured door to door by us or third party insurance providers. For the insurance to be valid and to be able to claim an incomplete delivery, Customer's must comply with the following steps:

5.6.1 make sure that the courier hands you the parcel on camera;

5.6.2 check the parcel to see if the seal is intact and that the parcel is undamaged and untampered with. In

case of any evidence of the parcel being compromised, including but not limited to, damaged, opened, broken seal, etc., do not accept the parcel. It is your responsibility to only accept uncompromised parcels;
and

5.6.3 ensure that once accepted, you open the parcel under camera and record a video showing the state of the package. Customer's must include in the recording all items in the parcel, clearly showing the seal being broken and all the contents of the parcel. This video must be an uninterrupted, uncut and unedited (including vis-à-vis the editing of metadata) video taken in one continuous shot. Any cut, editing or interruption in or to the video will render the insurance invalid.

5.7 The Company shall not be liable in any way for any damaged, impaired or incomplete consignments if the Customer has not fully complied with the requirements of Clause 5.6.

5.8 In case of (a) missing item(s), please send us a message via the support page on the Website or via your account on the Platform, clearly describing the issue and adding the video evidence as a link or attachment.

5.9 Subject to Clause 16, if the Company fails to deliver the Goods, its liability to the Customer shall be limited to (at the Company's option) to either: (i) refunding to the Customer the total paid by the Customer for the Goods; or (ii) arranging for replacement goods of a substantially similar description and quality to be sent to the Customer.

5.10 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6 Title and Risk

6.1 Risk in, and title to, the Goods will pass the Customer, and the Goods will be the Customer's sole responsibility, from the time of completion of the delivery in accordance with Clause 5.2.

6.2 Where you are a Credit Customer or an Incentive Pay Customer, your continued ownership of the Goods will be conditional upon your prompt and full payment to us of the charges applicable for the Goods as they fall due.

7 Cancellation and Returns

7.1 Orders may not be cancelled or withdrawn by the Customer save as expressly set out in writing (including under these Terms). If, where permitted, you cancel an Order, this may negatively impact your rating on the Platform and your ability to secure the best rates going forwards.

7.2 The Customer may, at any time before an Order is accepted by the Company, cancel an Order by written notice to the Company. The Company may (but shall not be obliged to) accept cancellation requests made after the Order has been accepted by the Company, provided that in these circumstances (in addition to any other right or remedy the Company may have) the Customer shall promptly pay to the Company all costs reasonably incurred by the Company in fulfilling the Order up until the date of the cancellation.

7.3 Our returns policy differs depending on the Goods. It is the Customer's responsibility to check the relevant returns policy prior to purchase. Unless specifically indicated or agreed in writing, returns are not accepted.

7.4 Where returns are accepted:

7.4.1 a handling fee may be charged and other terms and conditions will apply; and

7.4.2 the original certificate and report (as outlined in the next clause) must be included and the Goods must be returned in their original condition and packaging.

8 Certificates

8.1 When you order a certified diamond, we ship it to you with the accompanying diamond certificate or grading report. These certificates are provided by our Suppliers and third party grading agencies and the Company does not guarantee and cannot take any responsibility or accept any liability for the contents or accuracy of such reports and certificates.

8.2 The content of the certificate or report does not constitute our opinion and is not endorsed by us.

8.3 The contents of the certificates and reports are based on observations, interpretations and standards of the respective independent laboratories. These standards and observations can differ from lab to lab and on a case by case basis. They should not be relied upon as the sole basis of your decision to purchase the Goods.

9 Quality

9.1 The Company warrants that on delivery, the Goods shall conform with the Order and any Specification.

9.2 We will not be liable for breach of the warranty set out in Clause 9.1 above if:

9.2.1 non-conformance arises as a result of your actions or omissions;

9.2.2 you seek to repair or remedy any non-conformance or defects in or to the Goods otherwise than agreed with us;

9.2.3 any defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

9.2.4 the Goods differ from the Specification as a result of changes made to ensure they comply with

applicable statutory or regulatory requirements; or

9.2.5 you are not able to prove that any such defect or non-conformance was present upon delivery, by complying with the steps set out in Clause 5.6.

9.3 Except as provided in this Clause 9, the Company shall to the extent permitted by law have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 9.1.

9.4 We only warrant that the Goods will conform to the Order and any Specification. All other warranties, representations and other terms (including those which may otherwise be implied by statute under the Uniform Commercial Code or common law) are, to the maximum extent permitted by law, excluded.

9.5 These Terms shall apply to any repaired or replacement Goods supplied by the Company.

10 Price and payment

10.1 The Order shall set out the price of the Goods and confirm which type of Customer you are. Customers who may place Orders as Incentive Pay Customers or Credit Customers will be given that option in the Platform when placing an Order. The general payment terms set out in this Clause will apply to all Customers.

In addition, if you are a:

10.1.1 Standard Customer, the specific payment terms are set out in Clause 10.13;

10.1.2 Incentive Pay Customer, the specific payment terms are set out in Clause 10.14; or

10.1.3 Credit Customer, the specific payment terms are set out in Clause 10.15, (as applicable, the Specific Payment Terms).

10.2 The Company shall be entitled to invoice the Customer for each Order on or at any time after an Order is placed, subject to the Specific Payment Terms. Each invoice shall itemize, including but not limited to, invoice number, Incentive Pay Fee (where applicable), Incentive Pay refund (where applicable), late payment interest (where applicable), Diamond Price, service fee and detailed item characteristics.

10.3 The Company may, by giving notice to the Customer at any time before confirmation, increase the price

of the Goods to reflect any increase in the cost of the Goods that is due to:

10.3.1 An increase of the price made by the Supplier of the Goods on the Platform;

10.3.2 any factor beyond the Company's control (including increases in taxes and duties, and increases in

labour, materials and other manufacturing costs);

10.3.3 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or

the Specification; or

10.3.4 any delay caused by any instructions of the Customer or failure of the Customer to give the

Company adequate or accurate information or instructions,

but the Company will always try to give you prior notice of such increases.

10.4 The price of the Goods excludes amounts in respect of sales tax or similar taxes applicable in any jurisdiction,

which the Customer shall additionally be liable to pay to the Company if applicable at the prevailing rate. Sales tax

will be itemized on your invoice if and as applicable.

10.5 All invoices should be paid in accordance with the Specific Payment Terms. The Company reserves the

right to cancel or suspend any pending Orders until all overdue sums are paid to the Company. Any cancellation of Orders will result in your public rating being affected on the site. Multiple cancellation of Orders may lead to being permanently banned from using the Platform.

10.6 The Company withholds the right to change List Prices at any time. We reserve the right to cancel an Order, in whole or in part and at any time, if we reasonably determine that there has been a material error in the List Price that has been set for any Goods. You will receive a refund for any amounts paid in respect of any such cancelled Order.

10.7 The prices of Goods are based on a US Dollar price (the List Price). You may choose to view prices and receive an invoice in any of the currencies available in the Website settings (the Chosen Currency).

10.8 Foreign exchange rates are determined by the applicable interbank currency exchange rates at the time when invoices are raised, not at the time that Orders are placed. We take such interbank rates and add a margin of 0.20% to cover our costs. Accordingly, you acknowledge and agree that:

10.8.1 Chosen Currency prices displayed at the time you place an Order are given for information and are only an estimate of the List Price converted to the Chosen Currency; and

10.8.2 your Order constitutes an irrevocable offer to purchase the relevant Goods at the List Price, as converted to the Chosen Currency according to the interbank currency exchange rate which applies at the time the relevant invoice is raised, plus a margin of 0.20%.

10.9 If you do not make payment by the applicable due date for payment as determined by these Terms, the Company withholds the right (in addition to any other rights it may have, including the right to charge interest on the overdue amount) to charge as an additional fee any costs, liabilities or depreciation in value that the Company may suffer or incur as a result of adverse changes in the foreign exchange rate between the List Price and the Chosen Currency in the period from the due date for payment until payment is actually received by the Company.

10.10 Exchange rates may fluctuate substantially. We recommend that you ensure timely payment to reduce your exposure to fluctuating exchange rates.

10.11 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved, provided that if you incorrectly dispute an invoice you will be charged interest on the correctly invoiced sums from the original due date at the rate(s) set out in the Specific Payment Terms.

10.12 The Customer shall pay all amounts due under each invoice in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

10.13 Standard Customers Payment Terms

10.13.1 Invoices for Goods will be issued to Standard Customers upon or shortly after an Order is placed.

Acceptance of an Order by a Standard Customer is conditional upon such invoice first having been settled in full, and for the avoidance of doubt this means that the Company will take no steps to confirm an Order or deliver the Goods until it is in receipt of payment in full for the relevant Goods.

10.13.2 Invoices issued to Standard Customers must be settled in full and in cleared funds within 2 Business

Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company or through such other payment method detailed on the invoice.

10.13.3 The Company reserves its right to cancel any Order until the relevant invoice is paid and does not guarantee the availability of stock until such invoice is settled. In rare circumstances, Goods may be sold by a Supplier to a third party before we are able to process receipt from the Customer and pay the Supplier accordingly. In such circumstances, the Company will notify the Customer if the Goods requested are no

longer available and, if applicable, will refund the relevant fees to the Customer.

10.13.4 If a Standard Customer fails to pay the amount due to the Company in accordance with the relevant invoice for more than 2 Business Days, the Company reserves the right to cancel or refuse to accept the relevant Order.

10.13.5 If a Standard Customer makes payment for an Order which the Company does not subsequently accept, the Company shall refund the Standard Customer for such payment and this shall be the Standard Customer's only right and remedy.

10.14 Incentive Pay Customers Payment Terms

10.14.1 The Company may allow Incentive Pay Customers to place multiple Orders throughout the course of a single day or week (as may be nominated by the Company from time to time). The parties acknowledge and agree that this facility is offered by the Company to select customers on an ad-hoc basis and may be withdrawn or restricted at any time for any or no reason. The continuous ordering option shall be conditional at all times upon Incentive Pay Customers meeting any reasonable requirements of the Company from time to time, including providing reasonable comfort as to the Incentive Pay Customer's creditworthiness and financial standing.

10.14.2 The Company shall invoice each Incentive Pay Customer on a rolling daily or weekly basis (as applicable) for Orders shipped by the Incentive Pay Customer in respect of the previous day or week.

10.14.3 The Company may accept Orders and take steps to arrange for the supply of the relevant Goods before each relevant invoice is settled. However, the Incentive Pay Customer's right and title in and to the applicable Goods, as well as the Incentive Pay Customer's ability to continue to use continuous ordering, shall be conditional upon all relevant invoices being settled in full and on time.

10.14.4 Incentive Pay Customers shall pay invoices in full and in cleared funds within 8 Business Days from

the date of each invoice. Incentive Pay Customers are eligible for a full or partial credit of the Incentive Pay Customer Fee if payment is made earlier than that in accordance with Clause 10.14.6. Payment shall be made to the bank account nominated in writing by the Company or such other payment method as may be set out in the relevant invoice.

10.14.5 Incentive Pay Customers shall be charged an additional 1% of the cost of Goods as a fee for use of the continuous ordering system (Incentive Pay Customer Fee). This amount will be itemised separately on each applicable invoice. Incentive Pay Customers will be able to reduce the amount of Incentive Pay Customer Fees due in subsequent purchases in accordance with the clause below.

10.14.6 If an Incentive Pay Customer pays in full and in cleared funds the invoice (i.e. funds received by the Company), which contains an Incentive Pay Customer Fee:

10.14.6.1 within 3 Business Days of issue the date of such invoice, the amount of the Incentive Pay

Customer Fee itemised in such invoice will be applied as a credit against the Incentive Pay Customer

Fee (if any) itemised in the next invoice issued to the Incentive Pay Customer;

10.14.6.2 within 4 Business Days of the issue date of such invoice, 80% of the amount of the Incentive

Pay Customer Fee itemised in such invoice will be applied as a credit against the Incentive Pay Customer Fee (if any) itemised in the next invoice issued to the Incentive Pay Customer;

10.14.6.3 within 5 Business Days of the issue date of such invoice, 60% of the amount of the Incentive

Pay Customer Fee itemised in such invoice will be applied as a credit against the Incentive Pay Customer Fee (if any) itemised in the next invoice issued to the Incentive Pay Customer;

10.14.6.4 within 6 Business Days of the issue date of such invoice, 40% of the amount of the Incentive

Pay Customer Fee itemised in such invoice will be applied as a credit against the Incentive Pay Customer Fee (if any) itemised in the next invoice issued to the Incentive Pay Customer;

10.14.6.5 within 7 Business Days of the issue date of such invoice, 20% of the amount of the Incentive

Pay Customer Fee itemised in such invoice will be applied as a credit against the Incentive Pay Customer Fee (if any) itemised in the next invoice issued to the Incentive Pay Customer, provided that no such credit shall result in an Incentive Pay Customer Fee which is less than zero.

10.14.7 If the Incentive Pay Customers fails to make any payment due to the Company in accordance with the relevant invoice within 8 Business Days of the issue date of such invoice, the Company will charge 0.2% interest per Business Day and may take further enforcement action.

10.14.8 In case the Incentive Pay Customer has multiple invoices outstanding, any payment made will be allocated to the invoice with the earliest issue date.

10.15 Credit Customers Payment Terms

10.15.1 The Company will invoice Credit Customers upon confirmation of each order. The Company may accept Orders, and take steps to deliver the Goods, while payment is pending.

10.15.2 Credit Customers shall pay invoices within 30, 60 or 90 calendar days' (as applicable, subject to the credit terms agreed with each Credit Customer and as stated in the relevant Order) from the date of invoice. The use by Credit Customers of such credit period shall attract an additional charge which shall be communicated to Credit Customers when they place their Order and which will need to be accepted by Credit Customers as part of the checkout process. Payment of invoices shall be made to the bank account nominated in writing by the Company or by such other payment method as may be set out in the relevant invoice.

10.15.3 If a Credit Customer fails to make any payment due to the Company in accordance with the relevant invoice by the date falling 3 Business Days from the due date for payment, then the Credit Customer shall pay non-compounded interest on the full amount of the overdue sum until payment thereof (whether before or after judgment) at a rate of 36% per annum, which shall accrue monthly and be immediately payable together with the overdue sum.

11 Limitation of Liability

11.1 Nothing in these Terms shall limit or exclude the Company's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
11.1.2 fraud or fraudulent misrepresentation;
11.1.3 breach of the terms implied by Article 2 of the Uniform Commercial Code; or
11.1.4 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

11.2 Subject to Clause 11.1:

11.2.1 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any

indirect or consequential loss arising under or in connection with these Terms;

11.2.2 the Company shall under no circumstances whatsoever be liable to the Customer for any matter

which would have been covered by insurance but for the Customer's failure to fully comply with the terms

of Clause 5.6; and

11.2.3 the Company's total aggregate liability to the Customer in respect of any and all claims and other

losses or liabilities arising under or in connection with any Order, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the

Goods that were the subject of that Order.

12 Indemnity

12.1 You shall, indemnify, defend, and hold harmless the Company 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 or use of the Platform through your account.

13 Communications Between Us

13.1 When we refer to "in writing" in these Terms, this includes email, messages sent via the online form on the

Website or via the communication system on the Platform.

13.2 Any notice or other communication given under or in connection with these Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, email, online form on the Website or via the Platform.

13.3 A notice or other communication is deemed to have been received:

13.3.1 if delivered personally, on signature of a delivery receipt;

13.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

13.3.3 if sent by email (including online form), at 9.00 am the next working day after transmission.

13.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14 Assignment

14.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

14.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Terms without the prior written consent of the Company.

15 Confidentiality

15.1 You undertake that you shall not disclose to any person any information of a sensitive, proprietary or confidential nature concerning our Website, our Platform, or the business, affairs, customers, prices, clients or suppliers of the Company (together Confidential Information), except as permitted by Clause 15.2.

15.2 You may disclose Confidential Information:

15.2.1 to your employees, officers, representatives or professional advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations under these Terms, provided that such recipients are bound by confidentiality obligations at least as stringent as set out herein; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that you have given us reasonable prior written notice of such disclosure (to the extent permitted by law).

15.3 You must not, and hereby undertake not to, use Confidential Information for any purpose other than to exercise your rights and perform your obligations under or in connection with these Terms.

16 Force Majeure

16.1 Other than in respect of the Customer's payment obligations, neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from a Force Majeure Event. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the relevant contract formed by these Terms by giving 30 days' written notice to the affected party.

17 Entire Agreement

17.1 These Terms, together with the other terms, conditions and policies referred to herein, constitutes the entire agreement and understanding between the Company and the Customer relating to the sale and purchase of the Goods and supersedes any prior agreement, draft agreement, arrangement or understanding

(whether in writing or not and whether express or implied) between the parties relating to the same.

17.2 The Customer acknowledges and agrees that it is not entering into an agreement to buy the Goods in reliance upon, and hereby waives any right it might otherwise have to rely upon, any term communicated by, endorsed upon, delivered with or contained in the Platform or any documents other than the Order and the Specification.

18 Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 Severance

19.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision of these Terms is deemed deleted under this Clause 19 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 No Partnership or Agency

20.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21 Rights and Remedies

21.1 Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

22 Third Party Rights

22.1 We both agree that no third party shall have any right to enforce any of the provisions of these Terms.

23 Governing Law

23.1 These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by United States law.

23.2 The Company and the Customer both agree to the exclusive jurisdiction of the courts of New Jersey, United States.

Labrilliant LLC is registered in the United States.

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