INSCRIPTION AGREEMENT

The Agreement has been entered into by the undersigned Client to induce American Gem Society Laboratories ("AGS Labs") to laser inscribe the article(s) described below. This Agreement supplements the Client Agreement previously entered into between the Client and AGS Labs, and capitalized terms used herein shall have the same meaning as in such Client Agreement. The term "Inscription" means any laser inscription by AGS Labs on the article(s). The term "Article" means each diamond, gem, or other article of any kind delivered on this date and at any time hereafter by the Client to AGS Labs. The term "Receipt" means any receipt issued by AGS Labs for the Article.

The Client acknowledges that in accepting delivery of the Article, and in placing the Inscription on the Article, AGS Labs is and will be acting in reliance on and in consideration of the following agreements by the Client:

(1) AGS Labs SHALL MAINTAIN PROPERTY DAMAGE LIABILITY INSURANCE AND THE CLIENT AGREES (i) THAT THE LIABILITY OF AGS Labs AND ITS EMPLOYEES AND AGENTS FOR ANY DAMAGE TO THE ARTICLE, EVEN IF CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR OTHER FAULT (EXCEPT FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) OF AGS Labs OR ANY OF ITS EMPLOYEES OR AGENTS, SHALL BE LIMITED TO THE AMOUNT PAID, IF ANY, IN RESPECT THEREOF UNDER SUCH INSURANCE, AND (ii) THAT IN ANY EVENT, AGS Labs AND ITS EMPLOYEES AND AGENTS SHALL NOT BE PERSONALLY LIABLE FOR ANY SUCH DAMAGE TO THE ARTICLE.

(2) THE CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS AGS Labs AND ITS EMPLOYEES AND AGENTS AGAINST ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS’ FEES, FOR ANY ERROR IN, OMISSION FROM, OR USE OF, THE INSCRIPTION, EVEN IF CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR OTHER FAULT (EXCEPT FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) OF AGS Labs OR ANY OF ITS EMPLOYEES OR AGENTS. THE CLIENT HEREBY RELEASES AND DISCHARGES AGS Labs AND ITS EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER, INCLUDING CLAIMS AND DEMANDS FOR THE NEGLIGENCE OR OTHER FAULT (EXCEPT FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) OF AGS Labs OR ANY OF ITS EMPLOYEES OR AGENTS FROM ANY ERROR IN, OMISSION FROM, OR USE OF, THE INSCRIPTION.

(3) THE CLIENT FURTHER AGREES THAT IN ANY EVENT AGS Labs AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY OF THE FOREGOING MATTERS, EVEN IF ADVISED OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGES.

(4) The Client acknowledges (i) the Inscription does not guarantee identification of the Article because, among other reasons, the Inscription may be removed by polishing, (ii) AGS Labs makes no representation or warranty regarding the Inscription or the Article, and (iii) the Inscription may not be used in whole or in part for purposes of advertising, publicity or promotion, without AGS Labs’ prior written consent.
(5) The Client hereby authorizes AGS Labs to deliver the Article to any person presenting the Receipt, unless written notice to the contrary shall have been received by AGS Labs prior to delivery.

The Client (i) has read this Agreement in its entirety and is fully aware of and understands its contents, (ii) agrees that this Agreement shall be governed by the laws of the state in which AGS Labs accepts delivery of the Article, and (iii) agrees that this Agreement shall supersede all previous agreements and understandings between the Client and AGS Labs regarding the matters described above. The undersigned is the Client or represents or warrants that he/she has been duly authorized to bind the Client by this Agreement.

Signature:

Printed Name:

Title: Phone:

Client Name:

Date: