**PROSPECTIVE CUSTOMER REGISTRATION FORM**

In order to be able to participate to the diamond sales organised by Bonas and become a registered customer, please kindly complete the registration form and hand it over to the Bonas office or post it along with all accompanying documentation both electronically and in paper format to the following addresses:

* Electronic copy: **registration@bonasgroup.com**
* Paper copy: **Attention: Customer Registration Department**

 **Bonas-Couzyn NV, Pelikaanstraat 62, 2018 Antwerp, Belgium**

Submitted information and documentation will be treated with the utmost confidentiality.

Please do not hesitate to contact us if you have any questions related to this registration form.

1. **COMPANY DETAILS**

|  |  |
| --- | --- |
| 1. **Registered company name:**
 |            |
|  |  |
|   **Company trading name:** *(if different from registered co. name)* |            |
|  |  |
| 1. **Registered company address:**
 |                      |
|  |  |
| 1. **Correspondence address:**

*(if different from above)* |                      |
|  |  |
| 1. **Physical delivery address:**

*(if different from above)* |                      |
|  |  |
| 1. **Telephone number:**
 |       |
|  |  |
| 1. **Facsimile number:**
 |       |
|  |  |
| 1. **Company website:**
 |       |
|  |  |
| 1. **Company registration number:**
 |       |
|  |  |
| 1. **Name of parent company:**

*(if applicant is a group subsidiary)* |            |
|  |  |
| 1. **Head office location:**

*(if applicant is a group subsidiary)* |            |

1. **KEY INDIVIDUALS IDENTITY**
2. **Ultimate beneficiary(ies):**

*Please list every minority stake above 5% shareholding.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Individual(s) | Stake *(in %)* | Surname & given names | Country of residence | Passport |
| Nationality | Number | Expiry date |
|       |       |       |       |       |       |
|       |       |       |       |       |       |
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|       |       |       |       |       |       |
|  |
| Legal entity(ies) | Stake *(in %)* | Full company name | Registered address | Registration number |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |
|       |       |       |       |

*Remarks (if required):*

|  |
| --- |
|       |

1. **Company directors and/or partners:**

|  |  |  |  |
| --- | --- | --- | --- |
| First name | Surname | Country of residence | Passport |
| Nationality | Number | Expiry date |
|       |       |       |       |       |       |
|       |       |       |       |       |       |
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*Remarks (if required):*

|  |
| --- |
|       |

1. **FINANCIAL TRANSPARENCY**
2. **CFO / Finance manager details:**

|  |  |
| --- | --- |
| First name: |       |
| Surname: |       |
| Email address: |       |
| Mobile number: |       |
| Telephone number: |       |
| Facsimile number: |       |

1. **Bank details:**

|  |  |  |
| --- | --- | --- |
|  | Primary bank account | Secondary bank account*(if applicable)* |
| Bank name: |       |       |
| Bank address: |                      |                      |
| Bank sort code: |       |       |
| Swift code: |       |       |
| Account number: |       |       |
| IBAN number: |       |       |
| Account relationship manager at bank: |
| First name: |       |       |
| Surname: |       |       |
| Email address: |       |       |
| Office phone number: |       |       |

*Remarks (if required):*

|  |
| --- |
|       |

1. **ATTENDENCE & PARTICIPATION TO THE DIAMOND SALES**
2. **List of authorised representatives for inspection:**

*A maximum of six representatives can be pre-registered to attend the viewings. A maximum of four pre-registered representatives can attend a viewing and inspect the offered lots at the same time.*

|  |  |  |  |
| --- | --- | --- | --- |
| First name | Surname | Country of residence | Passport |
| Nationality | Number | Expiry date |
|       |       |        |       |       |       |
|       |       |       |       |       |       |
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|       |       |       |       |       |       |

1. **Access to the online bidding platform:**

*Only primary and secondary contacts will be granted access to the online tender platform and will be able to submit bids.*

|  |  |  |
| --- | --- | --- |
|  | Primary contact | Secondary contact*(if applicable)* |
| First name: |       |       |
| Surname: |       |       |
| Email address 1: |       |       |
| Email address 2:*(facultative)* |       |       |
| Mobile number 1: |       |       |
| Mobile number 2:*(facultative)* |       |       |
| Telephone number: |       |       |
| Facsimile number: |       |       |

*Remarks (if required):*

|  |
| --- |
|       |

1. **COMPANY PROFILE**

*The information compiled under this section will be used to better identify your requirements and for statistical purposes in order to provide insightful market feedback to the owner of the offered diamonds.*

1. **Areas of rough interest:**

|  |  |  |
| --- | --- | --- |
| Size: | Model/Quality: | Colour: |
| [ ]  +50ct.[ ]  +10.8ct.[ ]  5-10ct.[ ]  2.5-4ct.[ ]  4-8grs.[ ]  3grs./+7[ ]  -7 | [ ]  Sawable[ ]  Makeable[ ]  Makeable/Clivage[ ]  Clivage/Near Gem[ ]  Fancy Shape[ ]  Flat/Long[ ]  Rejection/Boart | [ ]  White[ ]  Coloured[ ]  Brown[ ]  Fancy Coloured |

1. **Company core activity:**

|  |  |
| --- | --- |
| [ ]  Exclusively rough trading[ ]  Generic manufacturing[ ]  Niche manufacturing | [ ]  Rough sourcing arm of a manufacturer [ ]  Financing & lending[ ]  Other:       |

1. **Company (or group company, if applicable) primary sources’ contract holder:**

|  |  |
| --- | --- |
| [ ]  Alrosa Alliance customer[ ]  De Beers Accredited Buyer[ ]  De Beers Sightholder | [ ]  Dominion contract customer[ ]  Rio Tinto Select Diamantaire[ ]  None |

1. **Company (or group-consolidated, if applicable) annual turnover:**

|  |  |
| --- | --- |
| [ ]  Below $10m. [ ]  $11-50m.[ ]  $51-100m. | [ ]  $101-200m.[ ]  $201-500m.[ ]  Above $500m. |

|  |  |
| --- | --- |
| 1. **Affiliate offices location(s):**

*(if applicable)* |                 |

|  |  |
| --- | --- |
| 1. **Manufacturing location(s):**

*(if applicable)* |            |

1. **Brief description of the company:**

|  |
| --- |
|       |

1. **TERMS & CONDITIONS TO TENDERS ORGANISED BY BONAS**

**TERMS & CONDITIONS TO ONLINE DIAMOND, GEMSTONE AND/OR SUGILITE TENDERS/AUCTIONS ORGANISED BY BONAS-COUZYN NV.**
Updated: January 2021

**1. INTRODUCTION**

**1.1** These terms and conditions (hereafter “**Terms and Conditions**”) set out the terms on which Bonas-Couzyn (Antwerp) N.V. and/or any of its “Affiliated Companies” (any company in which Bonas-Couzyn (Antwerp) N.V. has the controlling majority or complete control as shareholder), and any/all of their representatives (hereafter “**Bonas**”) shall present for inspection and consequently sell diamonds, gemstones and/or sugilite (hereafter the “**Product**”) on behalf of a disclosed or undisclosed Seller by tender/auction via the online application through which a seller and/or Bonas will organise tenders and/or auctions of the Product(s), and to which the Customer will be granted access only after Customer’s registration and compliance with these Terms and Conditions (hereafter “**the** **Platform”)**. A seller is any natural person and/or legal entity which uses the services of Bonas to tender/auction a Product (hereafter “**Seller**”).
**1.2** Any customer, any legal entity which registers and is approved in accordance with article 2 of these Terms and Conditions and which complies with these Terms and Conditions and any/all of its representatives (hereafter “**Customer**”) wishing to purchase Products presented by Bonas are bound by these Terms and Conditions.

**1.3** These Terms and Conditions are available on the Platform. Each Customer confirms that it has read them and agrees to be bound by them as of its registration as a Customer. Notwithstanding anything to the contrary contained herein, if a Customers’ registration has been completed and after such time the Terms and Conditions are amended, the Customer agrees that it shall be bound by the amended Terms and Conditions available on the Platform at the time of its participation in a tender/auction.

**1.4** The Customer agrees that when it(s representative) selects the accept-button on the Platform and/or submits an electronic bid, it, is confirming its acceptance of the Terms and Conditions which are in effect at the time of a tender/auction, electronically as further proof that it agrees to be legally bound by them. Each Customer further agrees that an electronic signature is the legal equivalent to a manual signature, which has the full force and effect of a signature affixed by hand to a paper document, and which does not require the validation from any certification authority and/or other third party verification.

**1.5** These Terms and Conditions apply to the physical and/or online-only inspection of the tendered/auctioned Product , the use of the Platform and/or to any other services offered by Seller and/or Bonas in the context of current and/or future tenders/auctions.

**2. CUSTOMER REGISTRATION**

**2.1** Any company wishing to participate in a tender/auction organised by Bonas must apply to become a Bonas Customer by completing a registration form supplied by Bonas for this purpose and provide all (such) required documentation, including, but not limited to: proof of identity (including proof of identity of its directors, officers, representatives and/or shareholders); a copy of its constitutional documents and/or business licence; and company bank account(s) details.

**2.2** When submitting its registration form, the applicant Customer shall inform Bonas if any of its partners, directors, senior managers or representatives is a shareholder or ultimate beneficiary in a company that has previously been cancelled as a Customer or has withdrawn its Customer registration with Bonas or any other company selling Products. Failure to do so will be considered a breach of these Terms and Conditions (in its entirety).

**2.3** All information and documentation supplied shall be up to date and complete in all respects. Registered Customers are required to keep such information and documentation updated at all times, including, but not limited to: Customer representatives’ passport copies or renewed trade licences.

**2.4** In order to be approved as a Customer, every applicant must have met all of the Seller’s and/or Bonas’ security, compliance and other due diligence requirements.

**2.5** The Customer warrants that it has the legal capacity to perform its obligations under these Terms and Conditions.

**2.6** Seller and/or Bonas may, at its absolute discretion, cancel a Customer’s registration and/or refuse (to grant) access to any of its representatives to an inspection and/or a tender/auction, without notice and with immediate effect whenever the Customer and/or any of its representatives, partners, shareholders and/or administrators fails to comply with its obligations under these Terms and Conditions or with any other legal or regulatory obligation, becomes insolvent or shows signs of insolvency and/or becomes the subject of a criminal conviction.

**3. CUSTOMER COMPLIANCE**

**3.1** The Customer hereby warrants and confirms that its company, its holding company, any/all subsidiaries, and/or each of such companies’ shareholders, partners, directors, senior managers and/or representatives:

3.1.1 Comply with all applicable national and international laws and regulations;

3.1.2 Are not and have not been involved in or associated with conflict diamonds and/or other conflict minerals or conflict Products;

3.1.3 Have not purchased, sold, exported, imported and/or otherwise traded in rough diamonds without the full authority of, and in compliance with the Kimberley Process certification scheme since its inception in January 2003;

3.1.4 Comply and have not failed to comply with all trading obligations to third parties;

3.1.5 Have not been convicted, in any jurisdiction, in relation to any illegal activity, including, but not limited to: any offence of fraud; money laundering; theft; dishonesty; or for causing any damage to the health or welfare of any individual;

3.1.6 Have not been expelled from a diamond, gemstone and/or mineral bourse, or a similar Product-industry organisation, whether pursuant to a judgement from a litigation committee or otherwise;

3.1.7 Have not been turned away or have had its status as a member of any Product-industry body or trade association terminated or suspended on the basis of a failure to comply with any code of conduct or ethical code operated by such Product-industry body or trade association;

3.1.8 Have not been involved in or associated with the refusal by any grading laboratory to grade any diamond(s)/gemstone(s) or the contravention of any code of ethics or conduct operated by a grading laboratory;

3.1.9 Are not subject to any insolvency or bankruptcy proceedings;

3.1.10 Have not been included in a list of organisations and/or individuals with respect to which there is information on their engagement in extremist activities and/or terrorism (that is maintained by a country who is a participant in the Kimberley Process);
3.1.11 Do not employ and/or are not associated with (a) “Politically Exposed Person(s)”, as defined in EU Commission Directive 2006/70/EC of 1st August 2006.

**3.2** The Customer shall immediately advise the Seller and/or Bonas in the event that its registered company, its holding company, any of its subsidiaries, and/or any of such companies’ shareholders, partners, directors, senior managers and/or representatives fail or cease to satisfy the aforesaid compliance requirements.

**3.3** If the Customer is in breach of the aforesaid compliance requirements:

3.3.1 The Customer’s registration shall be immediately revoked

3.3.2 The Seller and/or Bonas shall have the right to refuse (to permit) the Customer to collect any lots and/or terminate any outstanding binding contract of sale;

3.3.3 The Customer shall be fully liable to the Seller and/or Bonas for any damages resulting from such failure to comply, including payment of the 10% default fee, as set out below for any terminated contracts of sale.

**4. INVITATION ONLY AND INSPECTION SCHEDULE**

**4.1** An invitation to participate in a tender/auction does not automatically guarantee an offer by Seller and/or Bonas to sell any Product.
**4.2** If the Seller and/or Bonas invites the Customer to participate in a tender/auction (after its successful completion of the registration process), the Customer shall be invited to inspect the Product(s) and supporting documentation (photograph(s), certificate(s), video(s), Sarin scans, where applicable) to be offered for sale at the tender/auction, beforehand.

**4.3** The Seller and/or Bonas shall decide, at its absolute discretion, (as it sees fit), whether or not to invite the Customer to participate in a tender/auction.

**4.4** The Seller and/or Bonas shall be under no obligation to invite the Customer to participate in a tender/auction, whether or not such Customer may have participated in any previous tender/auction and/or whether such Customer has successfully completed the registration process.

**4.5** The Seller and/or Bonas shall, at its absolute discretion, determine, amend or cancel the date, time, duration and/or place of the inspection of the lots tendered/auctioned. 4.6 The inspection shall take place at Bonas’ premises (or as otherwise notified by the Seller and/or Bonas) by appointment only or online via the Platform.

**4.7** Prior to any tender/auction, the Seller and/or Bonas may at its absolute discretion publish a description of the lots to be inspected at that tender/auction. Such description shall be indicative only, and the Seller and/or Bonas makes no representations as to the quality and quantity of the Product(s) or to the exact weight of the lots, which will be available at the tender/auction. Neither can the Seller and/or Bonas assure that the quality of the Product in one tender/auction is the same as those offered in a previous tender/auction, despite description(s) being identical.

**4.8** The Seller and/or Bonas may require a Customer to pay a deposit before inspection, as a bank guarantee, to a bank account nominated by the Seller and/or Bonas. The deposit shall either be refunded within two working days after the closure of the tender/auction if the Customer has not won any lot tendered/auctioned, or be deducted from the total payable amount in the event that the Customer has won a lot tendered/auctioned.

**4.9** The Seller and/or Bonas may, at its sole discretion, provide product documentation (e.g. photograph(s), certificate(s), video(s), and content) via the Platform. The Seller and Bonas cannot be held responsible for any/all misinterpretation of product documentation.

**5. REPRESENTATION DURING INSPECTION**

**5.1** All representatives of the Customer attending the inspection and/or participating in the (online) tender/auction shall, unless otherwise agreed by the Seller and/or Bonas, be an employee of its company, of its holding company(ies) or of any of its subsidiaries.

**5.2** Unless the Seller and/or Bonas agrees otherwise, the Customer shall provide proof Bonas of the identity of each representative that will attend the inspection on its behalf (e.g. copies of an authentic ID-card or passport or an authenticated document provided by the government) the nature of the relationship between the representative and the Customer (e.g, employee or employee of an affiliate) and any other documents or information that Seller and/or Bonas will require to comply with any legal, security, money laundering and other due diligence requirements*.*

**5.3** If such proof, documents and/or information prescribed by article 5.2 is not provided before the (appointed time for) inspection, the Seller and/or Bonas may, (in its absolute discretion), refuse (to allow) that representative to attend the inspection and refuse (to allow) the Customer to participate in the tender/auction.

**5.4** If a Customer wishes to bring to the inspection a consultant, advisor or any third party individual who is not an employee of its company, of its holding company(ies), or of any of its subsidiaries, the Customer shall notify the Seller and/or Bonas of the identity of any such third party individual beforehand. Said third party individual shall be considered as a representative of the Customer , and shall meet the same security, compliance and other due diligence requirements as the Customer and its other representatives. The Customer shall be legally responsible for all representatives it may bring to the inspection. The Seller and/or Bonas reserves the right, in its absolute discretion, to refuse any third-party individual to attend an inspection appointment, whenever that third-party individual does not meet the security, compliance and/or other due diligence requirements and/or if the Customer and/or that third-party individual is in breach of these Terms and Conditions.

**5.5** The Customer warrants and guarantees that its representatives adhere to and comply with the Terms and Conditions.

**5.6** An individual may attend viewings as a representative for maximum two different Customers. Bonas and/or the Seller reserves the right to exclude any given individual who breaches this limit for any viewing.

**6. SECURITY DURING INSPECTION**

**6.1** The Seller and/or Bonas shall be entitled to monitor the inspection by means of video cameras and/or other surveillance equipment. By participating in the inspection the Customer and its representatives explicitly agree with this surveillance.

**6.2** The Customer shall not have any Product or Product substitute on their person or in their possession when entering or leaving the inspection premises.

**6.3** The Seller and/or Bonas shall record the weight of each lot before and after each inspection.

**6.4** Where there is a discrepancy between the weight recorded after the inspection and the weight recorded before that inspection, the Seller and/or Bonas reserves the right to pause the distribution of any/all further Product for inspection, and will be entitled to search the area in which the inspection took place. The Customer and its representatives shall not be entitled to leave the Seller’s and/or Bonas’ premises until the discrepancy has been resolved, unless the Seller and/or Bonas allows otherwise.

**6.5** Each Customer agrees that, and will procure that all of its representatives agree that, the Seller and/or Bonas may carry out such security measures as, it sees fit before any of a Customer’s representatives attend or leave the premises at which the inspection takes place, including, but not limited to, weighing the Product inspected.

**6.6** Any suspicious behaviour by a Customer or any of its representatives may be further investigated by the Seller and/or Bonas and/or referred to criminal investigation.

**6.7** In the event that a Product unit (e.g. stone, pearl) is either lost or severely damaged during the inspection, the Customer shall be charged on a pro rata basis at the tender/auction selling price per carat value or at the reserve price of the lot, whichever is the highest.

**6.8** The Seller and/or Bonas shall not be liable for any loss and/or damage suffered by the Customer whilst on Seller’s and/or Bonas’ premises provided that this clause shall not exclude or limit the Seller’s and/or Bonas’ liability for death or personal injury caused by the Seller’s and/or Bonas’ negligence.

**7. BEHAVIOUR DURING INSPECTION**

**7.1** If a Customer fails to attend the inspection at the appointed time (being more than twenty minutes late for an appointment constitutes failure to attend) the Seller and/or Bonas may, at its absolute discretion, refuse (that Customer to attend the inspection at any later time and/or to participate in the (subsequent) tender/auction.

**7.2** Unless otherwise approved by the Seller and/or Bonas, inspection attendance is limited to one visit only per Customer, and to a maximum of four representatives per Customer. The Seller and/or Bonas may at any time and without prior notice further limit the number of representatives of any Customer attending the inspection to such a number as the Seller and/or Bonas, at its absolute discretion, sees fit, whenever it cannot guarantee the complete safety of the Products and/or employees and/or Customers and/or not enough time for the inspection to take place.

**7.3** The Seller and/or Bonas have absolute discretion as to allowing the inspection of any individual lot by any Customer.

**7.4** During inspection, any lot description made by the Seller and/or Bonas is merely general and not a guarantee of the nature, size and/or quality of the Product. It is the sole responsibility of the Customer to adequately examine all lots before submitting any bids. (Customers should make a full and detailed inspection of all Products before bidding.) The Customer cannot hold the Seller and/or Bonas liable and/or responsible for any description or information provided about any Product.

**7.5** Before the inspection, Customers are requested to check the weight of each lot (and of the constituent parcels/sub-lots that may make up that lot) presented to them. Any discrepancy has to be reported to the Seller and/or Bonas immediately.
**7.6** During inspection, the Customer may view as many tendered/auctioned lots as the timing of the appointment allows. The Customer can only view one tendered/auctioned lot in each size range at any given time and may only view any individual tendered/auctioned lot once.

**7.7** Each lot is sold as a whole and shall not be mixed or split from its original presentation.

**7.8** Customers are not allowed to apply white or any other coloured coating to the Product being inspected, as it alters the perceived colour of the Product for subsequent inspection. The Seller and/or Bonas reserves the right to immediately disqualify Customers that have not complied with this prohibition and the Customer shall be fully liable for Product cleaning/boiling costs and/or any losses and/or damages suffered by the Seller and/or Bonas due to its non-compliance. Marking with ink (diamond only), where easily removed with ethanol, is allowed.

**7.9** Customers will be required to leave the inspection room at the end of the time limit of their appointment, irrespective of having finished inspecting the lots tendered/auctioned, unless the Seller and/or Bonas specifically permits the Customer to stay past the end of appointment time.

**7.10** Customers agree to conduct themselves in a business-like manner, maintaining and respecting the privacy and security of other Customers, and to follow all instructions of the Seller and/or Bonas regarding the inspection and bidding of the Product.

**8. ONLINE TENDER/AUCTION PLATFORM**

**8.1** Bids must be submitted on the Platform, which has been specifically designed to be as intuitive and user-friendly as possible.
**8.2** The website address of the Platform shall be communicated to the Customer during the inspection (of the lots tendered/auctioned).

**8.3** The Customer may request at the time of inspection to be trained on how to use the Platform. For technical guidance during the bid submission process, the Customer may also contact the Bonas office by telephone, if required.

**8.4** The Customer agrees not to use the Platform for any purpose other than participation in the tender/auction in which that Customer is entitled to participate.
**8.5** At the time of registration, each Customer has been given a unique username and will nominate its own password to access the Platform. The Customer shall be responsible for maintaining the security and confidentiality of its login details and shall immediately notify Bonas in case of their loss or theft. The Seller and/or Bonas is not responsible at any point for the misplacement, loss or misuse of the the login details of the Customer.

**8.6** The Customer shall implement and enforce procedures to ensure that, and represents and warrants that all persons who have access to the Platform on its behalf are fully conversant with the operation of the Platform and comply with these Terms and Conditions

**8.7** The Customer represents and warrants that a bid submitted on the Platform shall be submitted by an individual who is legally authorised to make a financial commitment on the Customer’s behalf. The Seller and/or Bonas shall have no obligation to verify the legitimacy of any financial authorisation (of any representative of) the Customer.

**8.8** Access to the Platform is on an “as is” basis. The Seller and/or Bonas does not guarantee uninterrupted access to the Platform and shall not be liable for any technical problems, which render the Platform inoperable.

**8.9** Where a Customer is unable to submit a bid through the Platform (whether due to a failure of equipment either of the Seller and/or Bonas, or of the Customer, or of any other person or due to difficulties in internet connection or otherwise howsoever) the Seller and/or Bonas shall, at its absolute discretion, be entitled to accept duly signed and dated bids from that Customer on physical paper in a sealed envelope, by email, telephone or facsimile before the end of the bid submission period. If the Seller and/or Bonas declines to do so, that Customer shall not be able to participate in the tender/auction except through the Platform. For the avoidance of doubt, the Seller’s and/or Bonas’ discretion shall not be limited by the Seller and/or Bonas accepting bids by email, telephone or facsimile from any other Customer, nor by the Seller and/or Bonas having accepted bids by email, telephone or facsimile from the Customer on any previous occasion.

**8.10** For the avoidance of any doubt the Seller and/or Bonas shall have no liability whatsoever to any Customer for any losses whatsoever and howsoever arising out of or in connection with the partial and/or total inability of the Customer to submit or withdraw a bid through the Platform or any exercise by the Seller and/or Bonas of its discretion under these Terms and Conditions. The Customer accepts this exclusion of liability and waives its possible rights in this respect.

**8.11** In the event of any occurrence which, at the absolute discretion of the Seller and/or Bonas, impairs the proper functioning of the tender/auction or of the Platform, the Seller and/or Bonas may, at its absolute discretion, cancel, stop or suspend the tender/auction and, where applicable, restart the tender/auction either from the beginning or from any such point that, in the opinion of the Seller and/or Bonas, the tender/auction has been impaired. In exercising this discretion, the Seller and/or Bonas may deem the whole, or any part, of the tender/auction that has taken place prior to such time to be cancelled. The effect of such cancellation will be as though such part or all of the tender/auction has not taken place.

**8.12** The Platform contains confidential information and/or intellectual property rights, which is the exclusive property of the Seller and/or Bonas. The Customer shall not use the Platform for the purpose of reverse-engineering/plagiarism and/or adapting the logic, the general aesthetics or any part of its content. The Customer shall notify the Seller and/or Bonas if it becomes aware of any unauthorised use of the Platform content by a third party.

**9. TENDER BID SUBMISSION PROCEDURE (APPLICABLE TO TENDER ONLY EVENT AND/OR TENDER COMPONENT OF HYBRID EVENT).**

**9.1** The Seller and/or Bonas shall have absolute discretion as it sees fit in relation to the conduct of the tender, including and without limitation:

9.1.1 The time at which the tender shall take place (and the Seller and/or Bonas shall not be obliged to commence the tender or make any sales in the tender at any particular time or at all);

9.1.2 The right to move the physical tender site;

9.1.3 The right to change the tender schedule;

9.1.4 The right to withdraw from a sale any lot at any stage prior to the end of the bid submission period;

9.1.5 The right to prevent any Customer from accessing the Platform;

9.1.6 The right to accept or reject a bid, whether submitted on the Platform, by email, telephone or facsimile;

9.1.7 The right to reject any bid at any stage prior to the existence of a binding contract of sale.

**9.2** In order to be protected from inadvertently over-stretching their budget(s) and to be able to bid with full confidence, Customers may be requested to predefine their overall ‘**Tender** **Purchase Limit**’, i.e. the maximum amount a Customer would be prepared to buy at the sale:

9.2.1 The minimum value of the TenderPurchase Limit shall not be lower than the value of the highest individual bid submitted.
9.2.2 In the case that a Customer has submitted several successful bids and the total amount of the lots won exceeds its spending limit, the Seller and/or Bonas shall reduce the Customer’s total purchase to an amount that is below its pre-defined Purchase Limit. To do so, the Seller and/or Bonas shall allocate, under the presence of the bailiff, to the Customer one or several lots for which it has submitted the highest bid by the highest margins relative to the reserve price and to the second highest bidder, so that the total of lots won does not exceed the pre-defined Purchase Limit.

9.2.3 Customers may modify their Purchase Limit at any time prior to the end of the bid submission period.

9.2.4 Customers’ bids, which have not been submitted through the Platform, shall be considered without Purchase Limit (i.e. unlimited), unless otherwise specified by the Customer at the time of submission, whether in a sealed envelope, through email, telephone or facsimile.

**9.3** The bidding currency/value is in United States dollars (hereafter “**USD**” or “**$**”) and a bid must be entered in respect of each lot and not in respect of a combination of lots.

**9.4** Bids can be entered in value per carat or kilogram ($/ct or $/kg) (amount) or in total value per lot ($); whichever field is entered; the other field is automatically calculated.

**9.5** Bids can be submitted, edited, or cancelled at any time up until the end of the bid submission period.

**9.6** Bids are submitted through a secured and encrypted connection, which prevents the Seller and/or Bonas to see the lots on which Customers have placed a bid, as well as the submitted value, before the closure of the submission period.

**9.7** A Customer shall not be entitled to withdraw a bid after the closure of the submission period.

**9.8** Once the submission period has ended, any bid shall stand as an offer to buy the lot in respect of which the bid is made.

**9.9** Customers shall receive, with functionality on the Platform, a notification email for the bids submitted, but will not receive confirmation at the closure of the submission period.

**10. TENDER RESULTS OPENING (APPLICABLE TO TENDER ONLY EVENT AND/OR TENDER COMPONENT OF HYBRID EVENT).**

**10.1** The Seller and/or Bonas shall open the submitted bids only after the closure of the bid submission period and only under the supervision of a bailiff.

**10.2** The Seller may, at its absolute discretion, set a reserve price at which it is willing to sell a particular lot and may at any time reduce or waive it.

**10.3** The Seller and/or Bonas shall not be obliged to disclose the reserve price of any particular lot to any Customer.

**10.4** The Seller may, at its absolute discretion, accept or reject any submitted bids.

**10.5** Where two or more Customers have bid the same winning price, the Seller and/or Bonas shall contact each Customer by phone informing them that they are joint-highest bidder with one or more parties, and offer them the opportunity to review their bidding price. Should both Customers be unreachable or decide to keep the same bid, within thirty minutes after having been notified, the Seller and/or Bonas shall decide which of the Customers shall be the winner, in the presence of the bailiff by referring to a random selection by the Platform through a built-in PHP function which digitally shuffles equal bids and randomly selects a winning bid.

**10.6** The Seller and/or Bonas shall be entitled, but not obliged, to publish the final results of the tender on the Platform and/or to send them by email to the bidding Customers.

**10.7** In the interests of the bidding Customers, as well as the Seller and/or Bonas, no results will be communicated to a bidding Customer in the event that any/all placed bid(s) submitted by that Customer is/are deemed to be a non-competitive bid (**NCB**). A qualification as a NCB is at the sole and absolute discretion of the Seller and/or Bonas, who will be taking into account for such qualification, the non compliance with the prescribed bidding process.

**11. AUCTION BID SUBMISSION PROCEDURE (APPLICABLE TO AUCTION ONLY EVENT AND/OR AUCTION COMPONENT OF HYBRID EVENT).**

**11.1** Auction definitions: the following definitions apply to the auction procedures through the Platform, which may occur either as an auction only event, or as part of an **Hybrid Event** (auction + tender).

11.1.1**Opening Price/Bid:**means the price set at the beginning of the auction and applicable only in round 1. Placing a bid set at the Opening Price guarantees progression from round 1 to round 2 where, in order for round 2 to start, the number of Opening Price Bids is greater than the number of cuts in the lot.

11.1.2**Start Price/Bid:**means the minimum price to bid on a lot/cut. The Start Price in round 1 equals the Opening Price. After round 1, the Start Price in the next round is the Continue Price from the previous round. For the avoidance of any doubt, not placing a bid in any round after round 2 equates to placing a bid(s) on the Start Price of that round on the lot/cut.

11.1.3**Continue Price/Bid:**means the maximum price to bid in a round on a lot/cut that guarantees continuity in that lot/cut to the next round, except where the number of Continue Bids is equal to or less than the number of cuts in a lot, at which point the auction for that lot will stop.

11.1.4**Exit Price/Bid:**means any value between the Start Price and less than the Continue Price in a round. Placing an Exit Bid means leaving the auction during the round in which it is placed, and constitutes the highest value the Customer is prepared to bid for a lot/cut.

11.1.5**Clearing Price:**means the sales price as set according to 1 or more of 4 clearing price strategies as defined hereafter (**the Clearing Price Strategy**):

1. **Highest Winning Bid**means the highest bid placed on all of the cuts in a lot.
2. **Lowest Winning Bid** means the lowest winning bid placed on all of the cuts in a lot. E.g. If a lot has 3 cuts, the Clearing Price is equal to the value of the 3rd highest bid on all of the cuts.
3. **Highest Losing Bid** means the highest losing bid placed on all of the cuts in a lot. E.g. If a lot has 4 cuts, the clearing price is equal to the value of the 5th highest bid.
4. **Per-Lot-Basis**means a combination of 1, 2 and 3 as determined at the Sellers and/or Bonas discretion.

**11.2** The Seller and/or Bonas shall have absolute discretion as it sees fit in relation to the conduct of the auction, including and without limitation:

11.2.1 The time at which the auction shall take place (and the Seller and/or Bonas shall not be obliged to commence the auction or make any sales in the auction at any particular time or at all);

11.2.2 The right to move the physical auction site;

11.2.3 The right to change the auction and/or auction round schedule;

11.2.4 The right to withdraw from a sale any lot at any stage prior to the end of the bid submission period;

11.2.5 The right to prevent any Customer from accessing the Platform;

11.2.6 The right to accept or reject a bid, whether submitted on the Platform, by email, telephone or facsimile;

11.2.7 The right to reject any bid at any stage prior to the existence of a binding contract of sale;

11.2.8 The right to set price increment levels for the Continue Price in any round.

**11.3** It is the sole responsibility of the Customer to ensure their total value submitted/committed in an auction is within their budget and can be paid:

11.3.1 There is no purchase limit functionality for auctioned lots on the Platform. The Tender Purchase Limit applies only to tenders (see clause and sub-clauses 9.2 – 9.2.4)

11.3.2 In the event of a Hybrid Event, it is the responsibility of the Customer to ensure total combined bids submitted for both the auction and tender are within it’s budget. Failure to pay for any lot for which has been bid in a tender and/or an auction, is subject to default fee(s) as provided in clause 13.10.

**11.4** The bidding currency is in USD ($) and a bid must be entered in respect of each lot and not in respect of a combination of lots.

**11.5** A single lot may have 1 or more cuts. It is the responsibility of the Customer to ensure he knows how many cuts are being sold as well as their nature/definition;

**11.6**. Bids can be entered in value per carat ($/ct) only, though total submitted/committed bids can be viewed in USD ($) value;

**11.7** Bids can be submitted, edited, or cancelled at any time during a live auction round; it is not possible to submit bids before the auction begins, during auction round interim periods and/or after the auction has finished;

**11.8** Bids submitted as Continue Bids at the time of the closing of the auction round immediately qualify for the next round. Bids submitted as Exit bids will not proceed to the next round, but may still be a Highest Bid;

**11.9** Bids are submitted through a secured and encrypted connection. Under the supervision of the bailiff, Bonas and/or Seller will be able to view bids and Customers during the live auction process, serving only to assist with any technical issues if they occur during the live auction;

**11.10** A Customer shall not be entitled to withdraw a bid after the closure of the auction bid submission period;

**11.11** Once the auction bid submission period has ended, any bid shall stand as an offer to buy the lot/cut in respect of which the bid is made;
**11.12** Customers shall not receive a notification email for the bids submitted, nor at the closure of the submission period, unless they specifically request a copy of their bids via the ‘**Email Bids’ functionality** on the Platform;

**11.13** The Seller and/or Bonas reserves the right to disclose Opening Prices for any/all auction lots, and where applicable, these will be communicated at any time less than 24 hours prior to the auction commencing;

**11.14** The Seller and/or Bonas reserves the right to disclose the ‘**Aggregate Demand’**, meaning the market depth, for any given lot which, where applicable, will represent the number of bids on a lot from the previous auction round;

**11.15** The Seller and/or Bonas reserves the right to define the Clearing Price Strategy for any given Product. The Clearing Price Strategy may be set for an entire auction offering or on a per-lot basis and will be communicated by Seller and/or Bonas via the Platform. It is the responsibility of the Customer to ensure he/she understands the correct Clearing Price Strategy, and to bid accordingly. Seller and/or Bonas accepts no responsibility for a Customer’s misunderstanding.

**11.16** The Seller and/or Bonas cannot guarantee that a Highest Bid constitutes a winning bid, since winning a lot/cut is subject to the agreement of the Seller and/or Bonas. The Highest Bid is indicative, not determinative.

**12. AUCTION RESULTS OPENING (APPLICABLE TO AUCTION ONLY EVENT AND/OR AUCTION COMPONENT OF HYBRID EVENT).**
**12.1** The Seller and/or Bonas shall observe the auction taking place and submission of bids only after the commencement of the auction and only under the supervision of a bailiff;

**12.2** The Seller may, at its absolute discretion, set a “**Reserve Price**”, meaning the price at which it is willing to sell a particular lot/cut and may at any time reduce or waive it.

**12.3** The Seller and/or Bonas shall not be obliged to disclose the Reserve Price of any particular lot auctioned to any Customer.

**12.4** Seller may, at its absolute discretion, accept or reject any submitted bids.

**12.5** Where two or more Customers have made the same winning bid, the Seller and/or Bonas shall, in the presence of the bailiff, refer to a random selection by the Platform through a built-in PHP function which digitally shuffles equal bids and randomly selects a winning bid;
**12.6** The Seller and/or Bonas shall be entitled, but is not obliged, to publish the final results of the auction on the Platform and/or to send them to the bidding Customers by email.

**12.7** In the interests of the bidding Customers, as well as the Seller and/or Bonas, no results will be communicated to a bidding Customer in the event the bid(s) by that Customer is (are) deemed to be a non-competitive bid (NCB). A qualification as a NCB is at the sole and absolute discretion of the Seller and/or Bonas.

**12.8** Participants accept that lots that contain 2 or more cuts may contain marginal differences in both weight and assortment quality between cuts. Seller and/or Bonas does all in its capacity to ensure lots with 2 or more cuts with the same description are equal in both weight and assortment quality, where each and every cut for a given lot is theoretically the same and represented as an average in the auction on the Platform;

**12.9** For lots that contain 2 or more cuts, winners of the cuts will, in the presence of the bailiff, be randomly assigned by the Platform through a built-in (PHP) function which digitally shuffles the bids and randomly assigns each cut to each highest bid;

**12.10** Customers accept that while they may be the highest bidder (on 1 or more lots or cuts), the Seller and/or Bonas reserves the right to not sell;

**12.11** In the event of a Hybrid Event, the Seller and/or Bonas reserves the right to let the auction process finish before commencing the tender closure process;

**12.12** In the presence of the bailiff, the Seller and/or Bonas can extend or cut short auction round times during a live auction, as per market conditions and/or technical difficulties.

**13. PAYMENT**

**13.1** Notwithstanding anything to the contrary, prior to the existence of a binding contract of sale the Seller reserves the right, (at its sole and absolute discretion,) to refuse to sell any particular lot won by any Customer.

**13.2** A binding contract of sale is concluded between the Seller and a Customer in respect of any lot won by that Customer, only when the Customer has been given notice by the Seller and/or Bonas that it is the winning Customer and the Seller and/or Bonas has submitted by email or facsimile to that Customer its invoice in respect of that lot.

**13.3** The Seller and/or Bonas shall issue the invoice in USD for the lot(s) won, within one working day after the announcement to the winning Customer. All invoices are payable in USD.

**13.4** During the course of any inspection of Products , the weight of any given lot might be reduced by a few hundredths of carat (or other relevant unit measurement). This marginal difference is proportionate to the initial weight of the lot, and can be caused by the handling of the Products resulting, either in the abrasion of Product units rubbing against each other within a parcel, or in the removal of a small chip on a single Product. By bidding on the lots, Customers recognise and accept this risk of marginal weight reduction, inherent to the handling of goods. Prior to invoicing, the Seller and/or Bonas shall perform a weight reconciliation of the won lot(s) to ensure that the winning Customer pays the correct total price based on the final weight of the lot.

**13.5** Each Customer shall within five working days after the Seller and/or Bonas has sent its invoice by email or facsimile, pay the invoiced amount by electronic bank transfer to the bank account referred to in the invoice.

**13.6** The invoice shall only be issued to the winning Customer. Payment shall only be accepted from the bank account(s) priorly specified in the Customer’s registration form. Split invoicing and/or payment will not be accepted by Bonas and Seller.

**13.7** In the event that a Customer is unable to pay the invoice from the bank account(s) specified in the registration form, it shall inform the Seller and/or Bonas in writing of the details of any different bank account that it intends to use to pay the invoice. Any notification to the Seller and/or Bonas in this matter, needs to be made no later than 24 hours after official tender/auction closing; after which time, no further changes to the invoice will be accepted. Payment for an invoice from a non-registered company can never be accepted. The Seller and/or Bonas is under no obligation to accept payment from an alternate bank account to that specified in the Customer’s registration form and may carry out whatever due diligence (e.g. ‘know your customer’ and anti-money laundering checks) it considers necessary in respect of such bank account.

**13.8** Invoices shall only be sent by email, through encrypted connection, or made available to the Customer on the Platform, accessible through simple login, using user-name and password. The Seller and/or Bonas shall never send to any customer separate notifications regarding the change of bank account details. In the event a Customer receives a notice regarding bank account details that is not sent through an encrypted connection , the Seller and/or Bonas hereby notifies the Customer that such notice is fraudulent and the Customer shall be solely liable for any losses incurred due to relying on such notice.

**13.9** In the event that any payment by the Customer results in the Seller and/or Bonas being charged with bank charges, the Seller and/or Bonas shall be entitled to invoice these charges to the Customer.

**13.10** If a Customer fails to pay an invoice within five working days after reception, the Seller and/or Bonas may at any time – without prejudice to any and all of the Seller’s rights against the Customer, including, but not limited to damages associated with such default – by simple written notice automatically and without any prior notice terminate/cancel its obligation to sell and deliver the Product(s) to that Customer. The Customer may be excluded from participation in any future tender/auction. The Seller may offer the relevant Product(s) to the next highest bidder. The Customer shall be subject to a default fee of 10% of the total price on the invoice, as mentioned in the termination notice, and regardless of whether or not such Product(s) is/are offered and/or purchased by another customer. The Customer expressly agrees that payment of the default fee shall not prejudice the Seller’s and/or Bonas’ right to recover further losses, damages and/or expenses (including, but not limited to, the difference between the invoiced price and the price or prices for which the Products are effectively sold). The Customer expressly agrees that the default fee is not a penalty and that the Seller and/or Bonas may retain the Customer’s deposit to pay for the default fee

**13.11** Working days shall mean any day in Belgium that is not a weekend or a public holiday.

**14. COLLECTION AND DELIVERY**

**14.1** Each Customer shall, following full payment (including charges, if applicable), collect its Product(s) at Bonas’ premises or as otherwise notified by the Seller and/or Bonas.

**14.2** Swift copies cannot be accepted as a way to release the Product(s).

**14.3** A Customer shall not be permitted to collect any Product until the Seller and/or Bonas has received full payment for all invoiced amounts. In the event that one or more winning Customers are related to each other (i.e. affiliated companies), such winning Customers shall not be permitted to collect any Product until Seller and/or Bonas has received full payment for all Products won by such related Customers.

**14.4** Title of ownership of the Product shall pass to the Customer upon receipt of full payment of all related invoices.
**14.5** The Customer may be charged additional insurance and storage costs in case the Products have not been collected within two working days after receipt of the full payment.

**14.6** If the Customer requests the Product(s) to be shipped, it is in the Seller and/or Bonas’ absolute discretion to agree to arrange for such a shipment, in which case the Seller and/or Bonas shall inform the Customer of the shipment details and costs related thereto.

**14.7** The Customer acknowledges and agrees that the Seller and/or Bonas is not liable for the Product(s) and all risk of loss shall pass on the Customer once they have crossed the threshold of the Seller’s premises. Insurance for the Product(s) shall be the responsibility as of that moment, even if the Seller and/or Bonas have agreed to arrange for shipment.

**14.8** All transport, export, shipping insurance, diamond office tax fees (where applicable) and/or associated costs shall be at the expense of the Customer and shall be payable prior to the collection or shipment of the Product(s).

**14.9** The Customer undertakes , represents and warrants to comply with all national and international laws, including, but not limited to export/import control and trade sanction laws and regulations, which may apply to the Product(s). This compliance is the sole responsibility of the Customer., The Seller and Bonas cannot be held responsible for any breach of the export/import and/or sanctions rules by the Customer.
**14.10** Before collecting any Product(s), the Customer, its authorised representative and/or its nominated courier shall sign the Seller’s and/or Bonas’ form of receipt.

**14.11** No return of Product(s) shall be accepted after collection or delivery thereof.

**15. WINNING CUSTOMER ACKNOWLEDGEMENT**

**15.1** The Customer acknowledges and agrees that: (i) it has been given an opportunity to inspect the Products purchased either in person or via the Platform; (ii) it has the sole responsibility to complete its own due diligence concerning the Product(s) purchased; and (iii) it cannot rely on any information, representation and/or warranty provided by the Seller, its affiliates and/or Bonas with regard to the Product(s).

**16. COLLUSION AND CONFIDENTIALITY**

**16.1** No Customer shall disclose to any other person whatsoever, any information relating to the tender/auction. Without prejudice to the generality of the meaning of the phrase, “information relating to the tender/auction” shall include:

16.1.1 Identification of the lot(s), which a Customer intends to bid on, is considering bidding on, or has bid on; and the price that a Customer intends to bid, is considering bidding, or has bid, for any lot(s). In particular, no Customer shall agree with any other Customer the lot(s) on which any of them will or will not bid and/or the level of any bid that any of them will make;

16.1.2 Any and all information concerning the Platform, including but not limited to, the web address that is used for accessing the Platform and the login details associated with any Customer.

**16.2** If a Customer engages in collusive acts and/or does not maintain the required confidentiality, without prejudice to all of the Seller’s and/or Bonas’ rights (including but not limited to terminating the Customer’s registration and/or recovering damages for breach of contract), the Seller and/or Bonas may:

16.2.1 Recover from the Customer any losses and/or damages arising out of the collusive act and/or breach of confidentiality, which are fixed at a lump sum of $50,000 USD, per act or breach, by way of an agreed genuine estimate of liquidated damages by all parties, without prejudice to the Seller’s and/or Bonas’ right to claim and receive from the Customer a higher amount if it appears that the damage from such breach exceeds such sum. The Customer furthermore has to pay an amount of $ 1.000 per day that the collusive act and/or breach of confidentiality has not been remedied;

16.2.2 Recover from the Customer any benefit accruing to the Customer by reason of the Customer’s collusive act and/or breach of confidentiality. The Customer shall hold such benefit on trust for Seller and/or Bonas;

16.2.3 Terminate any of the Seller’s and/or Bonas’ obligations to sell or deliver any Product(s) (whether pursuant to the Terms and Conditions or otherwise) to the Customer.

**16.3** To avoid any conflict of interest, the Seller and/or Bonas shall not bid on any of the lots tendered/auctioned.

**16.4** The Seller and/or Bonas shall not communicate the name of the winning Customers unless specifically authorised by such Customer.
**16.5** Public disclosure of winning bid values is solely at the Seller’s discretion.

**17. PRIVACY STATEMENT**

**17.1** About this privacy statement

17.1.1. This privacy statement applies to Bonas-Couzyn (Antwerp) NV, with company registration number BE0404.935.507 and registered business address at Pelikaanstraat 62, 2018 Antwerp, Belgium, together with any of its Affiliated Companies (for the means of this privacy statement jointly mentioned as “**Bonas**”, “we” or “us”).

17.1.2. All Bonas entities are separate and independent. This privacy statement applies to each entity separately and unseverally. None of the Bonas entities have any liability for the other entities’ acts or omissions.

17.1.3. At Bonas we are committed to protecting your personal information and other data, which has been provided to us by e-mail, fax, phone, on any of our online tender/auction platforms and/or on our website(s). We handle your personal information and data in an open and transparent manner.

17.1.4. Our privacy policy follows the European Union’s General Data Protection Regulation (Regulation (EU) 2016/679, hereafter “**EU GDPR**”).

17.1.5. Collection and handling of personal information and data of Customers, suppliers and/or any other contact, will be done in line with this privacy statement. This privacy statement is subject to and part of the Bonas Terms and Conditions.

**17.2** The contact person for data protection at Bonas-Couzyn (Antwerp) NV is:

Name: Johan Zonnekeyn

E-mail: privacy@bonasgroup.com

Phone: +32 3 233 70 80

**17.3** Means of processing information and data: we process (handle, collect, protect and store) your personal information and data whenever:

* you contact us by phone, email, fax and/or through any other medium;
* you use the Platform;
* you use our website(s) (like, but not limited to: www.bonasgroup.com; www.bonasbids.com), and/or
* we perform anu other activity that is part of our business.

**17.4** What information and data we collect

Bonas will process the information and data that you or others give us or which is publicly available.

17.4.1 Information and data you give us:

* Contact details (e.g. name, email address, postal address, telephone number);
* Other identification information (e.g. copies of authentic identification documents and/or numbers);
* Login details (username, passwords, password hints and other security information);
* Payment information (e.g. bank account details, credit or debit card numbers);

17.4.2 Information and data others give us. Others might be, but are not limited to, your affiliated companies, advisors and/or other third parties linked with you:

* Contact details (e.g. name, company email address, postal address, telephone number);
* Other (professional) information (e.g. job title, official capacities);
* Identification information (e.g. copies of ID-card and/or passport, official organizational authority);

17.4.3 Information and data we receive from other sources. Other sources might me, but are not limited to, our affiliates and/or third parties:

* Service providers that help us determine a location in order to customize certain products to your location;
* Publicly-available sources and data suppliers from which we obtain data to validate or supplement the information we hold, and/or;
* Information and data, including cookies, automatically collected about how you interact with our services platforms (e.g. computer, device, connection information (IP-address, browser type and version, operating system and other software and unique technical identifiers), usage data).

17.4.4 The data we process may be ‘sensitive’ information (e.g. dietary and/or health requirements) so that we can, for example, accommodate you when you are present at our premises. Sensitive information and data will be handled with the utmost care.

**17.5** How Bonas uses this information and data:

17.5.1 We will use personal information and data to provide our services to you and/or our Customer(s). This can be done by using your information and data in correspondence with you, the Seller(s), our Customer(s), other Bonas entities, service providers and/or competent authorities. We might for example use the information and data to send you invoices, make payments, ship the Product(s) and other services we render.

17.5.2 The personal information and data might also be used for other activities as part of our services. For example, but not limited to, fulfil applicable legal and/or regulatory requirements (e.g. anti-money laundering requirements), administrative and/of fiscal purposes and other activities that might be requested or expected from us.

17.5.3 We might use personal information and data, collected through one of our websites, to manage and improve our websites and/or to manage and respond to your requests submitted through our websites.

**17.6** Grounds for which Bonas will process information and data:

Bonas processes any personal information and data:

* with your consent, where applicable and given;
* to be able to execute our obligations as set out in these Terms and Conditions and/or other contracts we conclude with you or our Customers and to address you in a commercially and legally correct manner;
* to communicate with you about delivery of services and/or goods;
* to legally comply with mandatory regulations (e.g. Anti-Money Laundry Law 18 September 2017);
* to comply with our statutory, fiscal or accounting obligations;
* to provide you information related to the business relationship we share, and/or;
* to be able to operate our business, protect the security of our systems, other Customers, detect or prevent fraud and/or fulfil our legitimate interests, except where our interests are overridden by your privacy rights.

**17.7** Automated decision making: Bonas does not use any automated processes on subjects that could have (substantial) consequences to private individuals. Automated decision making are processes that make decisions by software or automated systems, without the intervention of a human-being.

**17.8** How long will we save your data? Your data will only be kept for as long as necessary to achieve the goals it was collected for in the first place, taking into account legal time limitations, e.g. 5 years for personal data.

**17.9** Sharing of information with third parties: your information will be treated confidentially and will under no circumstances be shared with third parties, unless you have given us your explicit consent or whenever this is either strictly necessary to perform our duties towards you, or to comply with legal obligations and/or court decisions.

**17.10** Your rights

17.10.1 In accordance with the EU GDPR you dispose of the following rights with regard to our processing of your information and data, which you can exercise free of charge:

* obtain confirmation that we process your personal information and data and request a copy of the personal information and data we hold on you;
* access your personal information and data;
* rectification, update and erasure of your personal information and data;
* restriction of our processing of our processing of your personal information;
* object to our processing;
* withdraw your consent to our processing of your personal information and data, and
* portability of your personal information.

17.10.2 To exercise these rights, or if you have any other question, remark or complaint, about the usage of your personal information and data, please contact the responsible person referred to in article 17.2 of these Terms and Conditions. We will respond to your request consistent with applicable laws. To protect your privacy and security, we may require to verify your identity.

17.10.3 You are also entitled to file a complaint directly with the Data Protection Authority in your jurisdiction. To be directed to the appropriate authority, please contact the responsible person referred in article 17.2. of these Terms and Conditions.

**17.11** How do we secure your data? Your personal data that is stored with us is only accessible to authorized Bonas personnel, on a ‘need to know’ basis and to yourself, via our secure customer website and/or the Platform. To protect the flow of information, we have both physical and infrastructural security measures in place. These measures are aimed at the insurance integrity, confidentiality and availability of the information and data. Kindly contact our office on +32 3 233 70 80 in case you believe that your data is not well secured, misused or if there is anything that might be signalling fraud.

**17.12** Changes to our privacy policy: Bonas reserves the right to add or change this Privacy Statement at its sole discretion, without prior notice. The latest version is always available on: http://www.bonasgroup.com/TermsOfUse.aspx#privacy\_statement. A copy of our Terms and Conditions is available on the Customer registration pack which you can find on https://www.bonasbids.com.

**18. NOTICES**

**18.1** Except as expressly stated otherwise , the Seller and/or Bonas may give any notice under these Terms and Conditions to any Customer by such mean as, at its absolute discretion, it sees fit. The means at the Seller’s and/or Bonas’ disposal are for example, but not limited to: e-mail, registered letter, fax, facsimile and/or any notification on the Platform.

**18.2** Any notice, including an invoice, shall be effective upon receipt and shall be deemed to have been received by the Customer at 9.00 am on the third working day after posting, if sent by regular or registered post; at the time of transmission in legible form, if delivered by email; or on receipt of a facsimile confirmation report, if delivered by facsimile.

**19. AMENDMENTS TO THE TERMS & CONDITIONS AND TRANSFER OF RIGHTS**

**19.1** These Terms and Conditions supersede and replace any/all previous Terms and Conditions of Bonas in relation to the conduct of a Product sale via the Platform.

**19.2** Bonas shall be entitled to amend these Terms and Conditions by making such amended terms available on the Platform, prior to the Customer’s participation in the tender/auction to which the amended terms shall apply.

**19.3** For referential purposes, the current version of these Terms and Conditions shall be available on the website of the Platform.
**19.4** The Customer is not entitled to transfer any of its rights or obligations under these Terms and Conditions and the agreements with the Seller and/or Bonas, either whole or in part, to any third party without the prior written consent of the Seller and/or Bonas. Any such assignment or transfer without the prior written consent shall be deemed null and void. The Seller and/or Bonas may however, at any time, assign or transfer all or part of its rights and/or obligations under these Terms and Conditions.

**19.5** The provisions of these Terms and Conditions shall be interpreted so as to be valid and enforceable under the applicable law. If one or more provisions of these Terms and Conditions is found to be invalid, illegal or not enforceable, in whole or in part, the remaining provisions shall not be affected.

**20. GOVERNING LAW AND JURISDICTION**

**20.1** The Terms and Conditions and any contract pursuant to them shall be governed by and constructed in accordance with Belgian law. All disputes shall be exclusively brought before the Courts of Antwerp (Belgium).

**Dated February 2021**

1. **REQUIRED DOCUMENTATION**

*Please tick the check boxes below confirming attachments.*

**The following documents require to be submitted together with the registration form:**

|  |  |
| --- | --- |
| [ ]  | Notarised or certified copy of the company certificate of incorporation*(in EN, FR or NL, alternatively accompanied by a notarised or certified English translation)* |
| [ ]  | Company group organogram, including shareholder’s structure |
| [ ]  | Copy of diamond bourse or trade association membership |
| [ ]  | Company Tax Certificate |
| [ ]  | Proof of physical address of registered company |
| [ ]  | Passport copies for all ultimate beneficiaries, directors & authorised representatives |

1. **DECLARATION**

*Please tick the check boxes below confirming the declaration.*

|  |  |  |
| --- | --- | --- |
| I, |  | , as an ultimate beneficiary, director and/or authorised representative of |
|  | , having the legal capacity to sign this registration form, do hereby |
| acknowledge that by signing this declaration, I confirm the following: |

|  |  |
| --- | --- |
| [ ]  | This registration form is complete and all information provided is true; |
| [ ]  | All supporting attached documents are authentic, current and accurate; |
| [ ]  | None of the company’s ultimate beneficiaries, directors and/or authorised representatives have been previously expelled from and/or denied access to any diamond sale previously organised by Bonas; |
| [ ]  | I have read, understood and accepted the Bonas Terms & Conditions detailed under a previous section of this registration form. |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Company Stamp |
| Name: |       |  |  |
| Position: |       |  |
| Date: |       |  |
| Signature: |       |  |