

GÜBELIN ACADEMY GENERAL TERMS AND CONDITIONS

General Terms and Conditions under which Gübelin AG, with registered office in Lucerne/Switzerland, CHE-106.084.591, offers courses at the Gübelin Academy.

The Gübelin Academy is a business unit of Gübelin AG (hereinafter referred to as “Gübelin”). By applying for a course using the online form, the course participant declares that he/she has taken note of, understood and fully accepted these General Terms and Conditions (GTC) together with the course description.

1. Admission requirements:

- 1.1. Course participants must be at least 16 years of age. Minors (under 18 years of age) require the prior written consent of their legal representative.
- 1.2. Course participants must have a good command of the language of instruction (spoken and written) as indicated in the course description (English, German, Mandarin or Cantonese) in order to take full advantage of the courses.
- 1.3. Gübelin reserves the right to reject a course application and/or to cancel a course at any time, in both cases without giving reasons.

2. Application procedure:

- 2.1. Course participants submit their course application via the Gübelin website (www.gubelin.com). Once Gübelin has received the course application and the GTC have been signed by the course participant, it will review the application. If the course application meets the requirements set by Gübelin, and if places are available for the course in question, Gübelin will send the course participant a booking confirmation together with a request to pay the course fee. Upon receipt of the booking confirmation, the contract shall be deemed to have been concluded within the scope of these GTC.
- 2.2. Payment of the course fee must be made within five days of receipt of the booking confirmation, unless Gübelin has approved a partial payment (see Section 3 below).
- 2.3. Payment of the course fee by the deadline set by Gübelin is a prerequisite for the course participant to be admitted to the course.
- 2.4. Courses are subject to availability. Course participants who register for a course that has reached capacity and is thus full will be placed on a waiting list and notified by Gübelin as soon as a free space becomes available.
- 2.5. Upon receipt of the full course fee, the course participant will be issued with a payment confirmation and a definitive confirmation of participation.
- 2.6. The course participant must ensure that the course fee is paid in full by bank transfer in accordance with the invoice issued by Gübelin. The contract between Gübelin and the course participant shall definitively take effect when the course fee has been paid in full.

3. Payment in instalments:

- 3.1. At the request of the course participant and at the discretion of Gübelin, the course fee may be paid in instalments.

- 3.2. The course participant will only obtain admission to the course and definitive confirmation of participation after the course fee has been paid in full before the course starts.

4. Attendance policy:

- 4.1. The course or the individual lectures start punctually at the scheduled and announced times. Course participants are expected to be on time.
- 4.2. In particular, course participants may not remove any equipment or materials from the classroom without the teacher's permission. Any instructions given by the teacher regarding equipment and materials owned by Gübelin must be followed at all times.
- 4.3. Mobile phones and other mobile communication devices must be set to silent and may not be used during lessons or lectures. Repeated non-compliance with this rule may result in exclusion from lessons. Any such exclusion from (currently ongoing) lessons shall not result in compensation or a refund.
- 4.4. In order to be able to conduct the courses under optimal conditions, the Gübelin Academy sets a minimum number of four participants for each course, which can be raised or lowered if necessary. As a rule, course places are allocated in the order in which payment is received (see Section 2.5 et seq above).
- 4.5. In order to ensure a respectful and inclusive learning environment for all course participants and Gübelin employees, all course participants are obliged to show a high degree of respect for one another and to refrain from any form of discrimination based on ethnicity, gender, sexual orientation, religion, nationality, age, disability or other characteristics. Failure to comply with these principles and the prohibition of discrimination may result in disciplinary action, up to and including exclusion from the course without refund.
- 4.6. Courses must be attended in full and successfully completed in order to receive a course certificate from the Gübelin Academy at the end of each course. If a course participant misses more than 10% of the lessons or lectures, he/she cannot be issued a course certificate.
- 4.7. At Gübelin's discretion, missed lectures can be made up for on another course date. The course participant should contact Gübelin in order to make suitable arrangements. If the cancellation policy is not complied with, a fee will be charged for retaking the course.

5. Exclusion from the course:

- 5.1. The Gübelin Academy and Gübelin reserve the right to exclude course participants from a course. In the following cases, the full course fee is owed, i.e. there will be no pro rata refund or waiver of the course fee: inappropriate conduct on the part of the course participant that is in breach of the contract (in particular defamation, violation of the prohibition of discrimination, harassment, wilful damage to property, unauthorised use of course materials, etc.).

6. Classroom equipment:

- 6.1. Gübelin will provide all necessary teaching materials in good time either electronically or as hard copies.
- 6.2. Any damage to or loss of Gübelin equipment or to the course location caused by a course participant must be compensated by the course participant.

7. Copyright infringement:

- 7.1. Gübelin's course documents and PowerPoint presentations, as well as all printed and digital materials used in connection with the course and/or issued to course participants, shall remain the sole property of Gübelin.
- 7.2. Any unauthorised use, in particular the reproduction and distribution of copyrighted course materials and PowerPoint presentations of Gübelin, is strictly prohibited and may be punished under civil and criminal law. Unauthorised use may result in exclusion from all courses without compensation.
- 7.3. The taking of photographs, videos and voice recordings of teaching content and/or materials (lectures, PowerPoint presentations and the like) is not permitted during lessons. Violations of this rule may result in immediate exclusion from all courses.

8. Prices and course dates:

- 8.1. The course fees are based on the price list in effect at the time of enrolment and are subject to country-specific tax regulations (including VAT). No further taxes are added to these current prices.
- 8.2. Gübelin may change the course fee or the course dates at any time without reason if the course participant fails to pay the course fee or to make an instalment payment to Gübelin. Gübelin must notify the course participant of the changes immediately.

9. Refund and cancellation policy:

- 9.1. After submitting the course application (using the online form), the course participant will receive a booking confirmation with the payment details.
- 9.2. The course participant must promptly check the booking confirmation and report any errors without delay. Gübelin uses the correspondence method requested by the course participant when sending invoices and documents. The course participant is obliged to inform Gübelin concerning any changes.
- 9.3. As a rule, Gübelin does not issue any refunds to course participants unless cancellation occurred due to a reason within the control of Gübelin. If the course participant is unable to attend, participation in the course may be postponed, but may not be cancelled in exchange for a refund.
- 9.4. Course participants who wish to postpone their participation in the course until a future date can do so up to 45 days, at the latest, before the start of the course at no additional cost (subject to availability) and without providing reasons. Thereafter, course participants may only postpone at no cost if they furnish proof and in justified cases for which they are not at fault (illness, accident, visa refusal, etc.), and participation on an alternative date is subject to availability. As a rule, course fees that have already been paid are retained and credited by Gübelin.
- 9.5. In the event of an unannounced no-show or late cancellation owing to inability to attend for which the course participant is at fault, the full course fees will be retained and will not be refunded. In such an eventuality, the participant shall forfeit the right to postpone the course.
- 9.6. Course participants who wish to attend their course at a location other than that specified in the confirmation of participation may request this from Gübelin up to 45 days, at the latest, before the start of the course. A change of location is at the discretion of Gübelin. If Gübelin agrees to the change, it will refund the course fee already paid once the course participant has paid the course fee in the local currency of the new course location.

- 9.7. In exceptional cases, Gübelin may cancel or postpone courses if the course instructor is unavailable for unforeseeable reasons. In such an eventuality, Gübelin will reschedule the course and notify the course participants of the new course dates, and each course participant shall have the right to withdraw from the contract in exchange for a refund of the course fee. Gübelin is moreover entitled to designate a substitute if a course instructor becomes unavailable.

10. Accreditation policy:

- 10.1. Course certificates from Gübelin entitle the holder to use the professional title “Gübelin Academy Coloured Gem Professional” 1, 2 or 3. Please note that Gübelin course certificates do not confer any other credentials such as “Gübelin Gem Lab”, “Gübelin Certified Gemmologist” or others beyond those specified here.
- 10.2. If course participants request a reprint of a course certificate, an administrative fee of CHF 100 / HKD 800 / CNY 730 will be charged.

11. Force majeure:

- 11.1. All force majeure occurrences (including governmental directives) and other events not involving fault, such as disruptions to operations, traffic, transport and energy supply, strikes, lockouts, epidemics or pandemics, etc., shall release the party affected by them from their contractual obligations for the duration of and to extent of the respective effects. This shall also apply if any of the circumstances mentioned affect Gübelin’s suppliers.

12. Severability clause:

- 12.1. If individual provisions are invalid or incomplete or if it is not possible to fulfil them, the validity of the remaining provisions shall not be affected. The contractual parties undertake to replace the ineffective provision by a permissible, valid provision which comes closest to the original intention and the economic purpose pursued thereby in terms of its content. The same applies to any gaps or omissions in the provisions.

13. Privacy/data protection:

- 13.1. Gübelin points out that it is mandatory to provide certain personal data. If the course participant does not provide such data, it will not be possible to process the course application or the application for admission to the courses.
- 13.2. All information and personal data provided by the course participant will be used for the purpose of processing applications, e.g. course registration and admission to the course, for issuing certificates of participation by the Gübelin Academy and for communication between the applicant and Gübelin.
- 13.3. The Gübelin Privacy Policy at www.gubelin.com is applicable.

14. Disclaimer and insurance:

- 14.1. Gübelin shall not under any circumstances incur any liability under contract or tort for (i) minor or moderate negligence, (ii) indirect losses, consequential losses or loss of profit, (iii) unrealised savings, (iv) losses due to delayed delivery, or (v) any acts or omissions by Gübelin’s auxiliaries, regardless of the legal basis on which the claim is asserted.

- 14.2. Course participants are responsible for their own personal insurance cover. Course participants use Gübelin's facilities at their own risk. Gübelin shall not be liable in the event of the theft or loss of items. Course participants are obliged to comply with the applicable official regulations (e.g. hygiene regulations) and the instructions of Gübelin on Gübelin's premises.
- 14.3. Course participants who have symptoms of illness, are suspected to be infected with transmissible pathogens and/or are in quarantine (government-imposed or self-imposed) may not enter Gübelin premises (including partners, external workshops and premises rented to other companies). Even if all hygiene regulations are complied with, the risk of infection cannot be completely ruled out. Gübelin declines all liability in this regard and reserves the right to require any symptomatic course participant to leave the course site. In such an eventuality, the course fees paid by the course participant will be retained, and the course participant may use them as credit for a course held on another date.
- 14.4. The participant cannot derive any rights, in particular to a refund of course fees, from the failure to achieve learning objectives/successes.

15. Right of modification

- 15.1. Gübelin reserves the right to change these GTC at any time. The version of the GTC valid at the time the individual contract was concluded shall apply.
- 15.2. The German language version of the GTC is the sole binding version.

16. Applicable law and place of jurisdiction:

- 16.1. It is agreed that, for the purposes of the interpretation of these Terms and Conditions, the place of jurisdiction and applicable law shall be Lucerne, to the exclusion of any provisions on the conflict of laws, and that the parties submit to the non-exclusive jurisdiction of the court of Switzerland.

By signing this document, I confirm that I have read and understood the GTC and agree to their applicability.

Date

Signature and first/last name in block capitals