

Agreement on Provision for On-line Inspection Purchases

Parties to Agreement

Name /Trade name : (hereinafter referred to as "Company")
Represented by :
Permanent residence / Registered office:
Birth Identification Number:
Bank account: **Company Identification Number:**
E-mail:
WWW:
Identification (to be filled in by the Assay Office):

and

the Assay Office (hereinafter referred to as "the Assay Office")
Represented by: ing. Miloslav Pilecký
Seat: Kozí 4
11001 Praha 1 – Staré Město
Bank account: 2728-011/0710 ČNB Praha 1
Company Identification Number: 00002542

have agreed as follows:

The Assay I.

The subject of the Agreement is the regulation of the practice of the on-line inspection purchases which shall be performed by the Assay Office in the Company for the purpose of the inspection of the compliance with the terms and conditions given by Act No. 539/92 Coll., on Hallmarking and Precious Metal Testing (hereinafter referred to as "the Hallmarking Act").

Office can *only* *accept* II.

1. The Company agrees with the performance of the inspection purchases and shall facilitate the inspection purchases with the immediate effect to be performed by the Assay Office as regards the goods by course of §3 par. 1 letter a, the Hallmarking Act (hereinafter referred to as "goods"). However, the number of purchases shall not exceed five per year.

2. The inspection purchase means the on-line purchase of the goods by means of "testing customer", i.e. in such a manner which shall allow for non-disclosure of the fact the customer is the Assay Office.

3. The provision for the inspection purchase means that within 2 months of the moment of the payment of the goods, the Company shall accept the return of the goods and shall refund the sum received for the goods to the account of the Assay Office in the event that the Assay Office declares that the purchase has been the inspection purchase and in the event that the Assay Office delivers the goods back to the Company with the report on the performance of the inspection purchase presenting its result.

III.

1. Within two weeks of the execution of the Agreement, the Assay Office shall present the Company on the public official list of the on-line jewellery companies which are ready to comply with the practice of the inspection purchases (hereinafter referred to as "list").
2. The list shall be published permanently and in the updated form on the web site of the Assay Office. The list shall be available on request at all the public relations offices of the Assay Office. At the same time, it shall be posted on the official board in the seat of the Assay Office.

IV.

1. The Assay Office agrees upon that the Company will place the hypertext link to the web site of the Assay Office on its web site on which the Company offers its goods.
2. The Company undertakes to perform the above mentioned within two months of the execution of the Agreement. The form of the hypertext link may be upon the agreement of both Parties specified so that the link directly informs the customer that the Company has been entered into the list.

The Assay Office can

V.

The Assay Office shall carry on the permanent information and explanatory campaign by means of the provision for information at its public relations offices, on its web sites and by the activities in the news media.

The campaign shall make clear that the list includes only the companies which merchandise the goods on-line, comply with the practice of the inspection purchases and no defects are detected as regards their goods.

The Assay Office shall inform of the fact that these companies have achieved their credibility by voluntary compliance with the practice of the inspection purchases and may therefore be checked and inspected by course of the Hallmarking Act.

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VI.

In the event that repeated or serious defects or violations of the Hallmarking Act are detected, the Assay Office shall withdraw the respective company from the list and it shall take away the right to use the link under Article IV. from such company provisionally or permanently.

VII.

Each of the Parties to Agreement shall bear its own packaging, insurance and postal costs and expenses, the similar costs and expenses related to any other methods of transport of the goods within the inspection purchases as well as its own other costs and expenses concerning the agenda of the inspection purchases.

VIII.

1. This Agreement comes into force and effect on the date of its signing by both Parties to Agreement.

2. The Agreement is executed in two counterparts of the same validity and each Party shall receive one counterpart.

3. Any changes related to the Agreement may be performed only by the amendments in writing which shall be signed by both Parties to Agreement.

4. In the event of repeated or serious breach of the terms and conditions given by the Hallmarking Act (see Art. VI), the Assay Office is entitled to withdraw from the Agreement immediately. Otherwise, the Agreement may be withdrawn from with one month period of notice.

5. The Parties to Agreement declare that they have read and understood the Agreement and that they have concluded the Agreement not under disadvantageous conditions for one of the Parties, or in distress, or with ulterior motives. In witness whereof they set their hands hereto.

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Company Assay Office

*The Assay
Office can
only
accept
Czech
forms as
valid*