

Terms and Conditions for SAO Hallmarking Scheme (Manufacturers, Traders & Wholesalers)

General

1. The SAO Hallmarking Scheme (hereinafter referred to as “the Scheme”) shall be administered by SAO.
2. Participation in all SAO Schemes shall be on a biennial basis. Each term of participation shall normally be 24 calendar months from the date of commencement of the Scheme each year, unless otherwise expressly stipulated by SAO.
3. Membership or Renewal Fees are charged annually but are to be paid biennially. SAO reserves the right to withdraw from the Scheme, any outlets that do not make timely payments of their renewal fees.
4. The Scheme shall be open to all outlets and manufacturers who can comply with all the terms and conditions governing the Scheme. Each member can participate in one Scheme only. If the member has more than one option, the member must opt for the most suitable scheme to participate.

Test Methods for Hallmarking of Gold Jewellery

5. While every effort shall be made by SAO to ensure the testing accuracy, members shall agree and appreciate that there are risks of undercarated articles going undetected and being hallmarked since sampling is involved in the Fire Assay testing and XRF screening is limited to the testing of thin surface layer of the article.

Membership Application

6. SAO have a right to revoke membership of participants to the scheme should the member fail to submit articles for assaying and/or hallmarking for a consecutive period of 6 months and any balance Membership or Renewal Fees will be forfeited.
7. Should the participant whose membership was revoked desire to re-participate in the scheme, the Membership/Renewal Fees will have to be paid again in full unless SAO, in its own absolute and unfettered discretion choose to waive or lower the Fees payable for re-participation. This shall apply only to re-participation and the Renewal Fees shall continue to apply.
8. SAO reserves the right to accept or reject an application for the participation in the schemes without giving any reason whatsoever.

Failure

9. Any article(s) that fail to comply with the standard of fineness shall not be hallmarked and be damaged by SAO but shall be left recognisable. SAO will duly inform the relevant party of the failure and failure article(s) will be charge an assaying fee per result.

Collection of Screened Articles

10. All screened articles shall be collected within three months upon notification of completion of the job by SAO. SAO shall send a reminding letter before impose an administrative fee of \$10.00 per gram per month (or part thereof) from the 4th month.

Rebates

11. SAO may give rebates based on individual participant's hallmarking fees collected during the Scheme year. The rebates which may be granted by SAO for the Scheme shall be
 - a. 3% for hallmarking fees collected for \$3,000 and above of sales per month, or
 - b. 5% for hallmarking fees collected for \$5,000 and above of sales per month.
12. Rebates shall be credited to the participants' account with SAO and shall be used only for payment of any service rendered by SAO. All rebates must be utilised within 6 months from date of credit note issued. No cash rebate shall be issued.

Withdraw/Termination from Scheme

13. Any participant who wishes to terminate its membership under the Scheme shall inform SAO in writing within 5 working days. In the event of a termination, the membership/renewal fees for that calendar year shall be forfeited and all outstanding charges must be settled by the withdrawing outlets within 30 days of the early termination.

Others

14. Any participants who may be aggrieved by any refusal of SAO to mark his articles or who may be aggrieved by an action of the SAO which would result in his articles not being marked with the SAO Hallmark may, provided that he/she has complied with all the requirements, appeal to the Singapore Assay Office in writing.
15. SAO may from time to time by written notice to the participants vary the terms and conditions governing the Scheme including but not limited to the administrative fees and any other fees payable. Such variations shall apply on

the effective date specified by SAO. If participants does not accept variations, the participants may terminate its membership.

16. As this is not a quality certification scheme, members shall **not** be allowed to use SAO's Name and Logo in any advertisement.

Liability

17. Notwithstanding anything herein contained the liability of SAO or its parent company Singapore Test Services ("STS") under this Scheme shall be limited to the unwrought value by weight of the metal comprised in the articles that were sent in for hallmarking. While every effort is made to ensure the accuracy of the testing services provided, SAO make no warranties or representations regarding its accuracy, completeness or fitness for purpose and STS/SAO shall in no circumstances be liable to the outlet or any other third parties for any direct, indirect, special consequential or other loss or damage resulting from the Scheme or any loss of or damage to the articles collected in relation to the Scheme.
18. If hallmarked jewellery is found to be below fineness, involved retailer should make full compensation to the consumer in the spirit of good customer service. SAO shall use reasonable endeavours wrote to the consumer to explain the test results and the reasons for such an incident.
19. Any claims by the outlets under this Scheme shall be notified in writing to SAO within 3 days of the date of the invoice issued by SAO. If SAO is not notified accordingly, the outlet shall be obliged to pay the price as if the article had been satisfactorily tested and delivered in accordance with the Scheme.
20. The terms of this Scheme shall be governed by the laws of Singapore and Contract (Rights of Third Parties) Act shall not apply.