

## **Terms and Conditions for SAO Hallmark Scheme (Retailers)**

### **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 reserves the right to accept or reject any application for the participation in the schemes without giving any reason whatsoever.
7. 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.
8. Should the participant whose membership was revoked desire to re-participate in the scheme, the Membership/Renewal Fees will have to be paid again in full unless SAO, in its own absolute and unfettered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.

9. Jewellery outlets with more than 40% of their shop front stocks that are of articles exempted from hallmarking shall not be eligible to participate.

### **SAO Services**

10. Participants shall allow staff from SAO to make periodic check on their stock to ascertain compliance at all times. SAO shall notify participants 2 days in advance before inspection. SAO staff shall prove their identity by showing their employee badge. If in doubt, the outlet can call SAO to verify the staff's identity.
11. All jewellery except for exempted articles that are available for sale at participating outlets must be 100% hallmarked.
12. List of article exempted from hallmarking.
  - a. Any article which is so small or fine that it cannot be hallmarked.
  - b. Any article of fineness lower than the minimum standard (Please refer to item 13 for more details).
  - c. Any article which is less than 1 gm.
13. SAO Authorised Standards:
  - a. Gold: 999, 916, 900, 875, 850, 750, 585, 375
  - b. Silver: 999, 958, 925, 800
  - c. Platinum: 999, 950, 900, 850

The articles will be marked with the standard of the lower fineness value than the test result should it not be to meet the required standard.

### **Failure**

14. 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**

15. 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.

## **Certification**

16. SAO shall issue a certificate to each of the certified outlets stating that such outlets are recognised and authorised by SAO to sell hallmarked jewellery. Each outlet is required to display the certificate prominently at its premises to create and reinforce awareness that the Scheme is for the protection of customers; and the outlet has attained quality standard recognised by SAO.
17. If an outlet is no longer certified under the Scheme for any reason, the participating outlet shall within 3 business days, upon receipt of such notice, return certificate(s) to SAO immediately and shall not hold out or re-present to any party whatsoever that it is a certified outlet and is still in receipt of such certificate(s). If a certificate has been removed from an outlet, SAO will inform the Singapore Jewellery Association (if the outlet is a member of the association) and it will also be displayed on the STS/SAO website.

## **Rebates**

18. Certified participants are encouraged to incorporate SAO Hallmark on all their print advertisement with approved publications. Prior written approval must be obtained from SAO before publications.
19. SAO may give rebates based on individual participant's hallmarking fees collected during the Scheme year or on the amount of individual participant's spending on print advertisements, subject to whichever is lower. The rebates which may be granted by SAO for the Scheme shall be worked out as follows:
  - 5% of Amount of Spending on advertisements during the preceding scheme year or
  - 5% for hallmarking fees collected for \$10,000 and above in the participating scheme year.
20. 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**

21. SAO may, at anytime during the validity of the certificate by written notification, withdraw the certificate issued by SAO, if in the opinion of SAO, such outlet is not in compliance with the terms and conditions herein.
22. Any outlet 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**

23. SAO shall publicise the Singapore Hallmark. Certified outlets shall be given priority to participate in any joint promotions or advertisements put up by SAO to promote consumer awareness of the Singapore Hallmark and to upgrade the image and business of the local jewellery industry.
24. Any participant 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 whose decision on the appeal shall be final.
25. SAO may from time to time by written notice to the participating outlet 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 participating outlet does not accept variations, the participating outlet may terminate its membership and shall return SAO the certificates and stickers issued immediately and any balance Membership or Renewal Fees will be forfeited.

### **Liability**

26. 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.
27. 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.
28. 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.
29. The terms of this Scheme shall be governed by the laws of Singapore and Contract (Rights of Third Parties) Act shall not apply.