# International Order Form

# Order for the supply of a PUREdiamond



Client:

Name / First i	name		Yo	Your contact:					
Street			Na	Name:					
ZIP / Place / 0	Country		VP	VP-Number:					
Telephone nu	ımber	eMail							
Comment:									
				nal snec	ies.				
Animal name: Animal species:  Date of birth: Date of death:									
	Brilliant	Emerald ing <b>one</b> carbon source		rincess		Othe	r Cut:		
Staridard CC	Tuttions, when us		,e. 						
Carat	Carat Class	Brilliant Cut, Princes Cut or Emerald Cu		Brilliant Cut, Princess Cut or Emerald Cut		Rough Diamond		Rough Diamond	
		yellow		white	•	yellow		blue or white	
0,25	>= 0,22	2.950,00 €	3.40	0,00 €		1.950,00 €		2.100,00 €	
0,30	0,25 - 0,34	3.650,00 €	4.250	0,00 €	2.200,00 €			2.550,00 €	
0,40	0,35 - 0,44	4.400,00 €	5.100	0,00 €	3.150,00 €			3.550,00 €	
0,50	0,45 - 0,54	5.300,00 €	6.20	0,00 €	4.000,00 €			4.550,00 €	
0,60	0,55 - 0,64	6.900,00 €	7.850	0,00 €	4.800,00 €			5.550,00 €	
0,70	0,65 - 0,74	8.400,00 €	9.750	0,00 €	5.750,00 €			6.550,00 €	
0,80	0,75 - 0,84	10.100,00 €	11.700	0,00 €	6.750,00 €			7.750,00 €	
0,90	0,85 - 0,94	11.800,00 €	13.600	0,00 €	7.750,00 €			8.900,00 €	
1,00	>= 0,95	13.500,00 €	15.500	15.500,00 €		8.850,00 €		10.100,00 €	
			We would be l	happy to c	alcula	te the individual conditions for	additio	nal cuts or sizes on reque	
Sizes (Brilli	ant, approx.):				Carbo	on source		transferred amou	

Sizes (Brilliant, approx.):									
Carat	0,25	0,30	0,40	0,50	0,60	0,70	0,80	0,90	1,00
Ø approx. in mm	4,1	4,5	4,8	5,2	5,5	5,8	6,1	6,3	6,5

Carbon source	transferred amount					
cremation ashes (at least 300 g)						
cout resp. feathers (at least 5 g)						
additional source:						
If there is more than one carbon source, a one-time fee of 350,- € will be charged in addition to the standard conditions.						

# **Payment Conditions**

We ask for a down payment of 50 %. After reception of the down payment we start with the production. The final payment is due prior to handing over your personal PUREdiamond. All prices are stated excluding VAT and any applicable customs fees or country-specific costs.

Furthermore, valid are only the General Terms and Conditions of Semper Fides Diamonds GmbH at the time of order placement (www.semperfides.eu/prices-and-gtc/?lang=en).

By signing this order, the client confirms that he owns the cremation ashes or the hair or feathers.

# Semper Fides Diamonds GmbH

Zur Alten Mühle 43, D - 38228 Salzgitter, Germany Telefon: +49 (0) 5341 - 22 391 22, Fax: +49 (0) 5341 - 22 391 25

eMail: office@semperfides.eu, www.semperfides.eu

# General Terms and Conditions (GTCs) of Semper Fides Diamonds GmbH (following «SFD»)

These GTCs shall govern the relationship between SFD and the customers. SFD only deals according these GTCs. The customer acknowledges the following GTCs when ordering a service offered by SFD.

#### 1 Ordering

Orders are handled through your SFD partner. If you do not know an SFD partner, please get in touch with SFD directly. The contract is effective as soon as SFD submits the order confirmation resp. the reception of the prepayment from the customer.

# 2 Prices

All prices are stated excluding VAT and any applicable customs fees or country-specific costs. Prices published at the time of the order placement apply. Errors and misprints shall remain reserved. The current order form is accessible at www.semperfides.eu/pricesand-gtc/?lang=en).

## 3 Cancellation Right

SFD customers are granted a cancellation period of 14 days. No reasons for cancellation need to be stated. Customers can make use of this right in written form through email, fax or letter. For keeping of the term date stamp is determining. Upon reception of the prepayment the individual diamond making process is started and hereafter no cancellation can be made.

# 4 Use of Customer Data

All personal data are treated as confidential. We are entitled to process all data related to the any business relation with our customers according to the Federal Data Protection Act and pass on to resellers and distributors to ensure a proper order process.

# 5 Property Right

We reserve the right of property and copyright for all delivered products, images and samples. Its use and reproduction through third parties needs written consent by SFD. This applies also for not lawfully protected forms.

#### 6 Liability

Any claims for indemnification are excluded, unless a compelling law is opposed. SFD is not responsible for any claims by third parties in relation to the samples (such as cremated remains, hair or feathers or individual objects) handed over to SFD.

# 7 Custom-made Production

SFD Diamonds are custom-made diamonds. The parties agree, that SFD cannot guarantee the successful production of each diamond. SFD is committed to take all necessary steps to reach the ordered requirements.

The buyer accepts, that in case of repayment SFD offsets all losses of the buyer and that SFD is not liable for any claims by the buyer resp. any third parties for harms which have incurred in direct or indirect relation to the contract.

All SFD diamonds grow from an individual carbon source. Discrepancies in color, shape, size, carat, clarity or quantity can occur through the complex growing process and is only open to influence to a certain limit by SFD. Discrepancies in these parameters to an order are not a flaw and do not justify any complaints or conversion of an order.

#### **8 Delivery Time**

The indicated delivery time is an approximation and is non-binding. Usual delivery time is within 4 - 8 months. Prolonged delivery time may occur contingent on the complex production process. Any claims for indemnification are excluded in case of delay in delivery.

## 9 Subsequent Handling

The subsequent handling of the delivered diamonds (i.e. embedding in jewellery) is at the risk of the customer. Please note that diamonds are damageable under certain stress.

# 10 Sample

The buyer hereby ensures, that the delivered samples are lawfully in his/her possession and no third parties are entitled to claim for it. The buyer ensures, no consent by third parties for the

samples usage is needed. In case of any claims by third parties in relation to the samples the buyer is responsible himself and must arbitrate any differences.

The buyer agrees that the samples are altered during the making process of the diamond and the samples cannot be returned in their original structure.

If no special declarations are settled, all samples handed over to SFD will be used to produce the diamond.

#### 11 Other matters

These GTCs and the contract are the only and closing agreement between the parties. All preceding, direct or indirect agreements, accordance etc. are not valid.

Every alteration in these GTCs or the contract are only binding in written form and signed by both parties.

Only these GTCs in the current version apply. The customer's terms and conditions are not applicable. Place of jurisdiction for all claims in connection with any stipulations with SFD is Braunschweig, Germany.

With publication of an updated version of the GTC all previous versions shall be void.

The ineffectiveness of individual clauses of these GTC does not affect the effectiveness of the contract and as for the rest of these GTC. For transnational orders German Law applies. The UN Convention on Contracts for the International Sale of Goods is excluded.

# 12 Supplier Identification

Semper Fides Diamonds GmbH, Zur Alten Mühle 43, D-38228 Salzgitter, County court: Braunschweig, Germany Managing Director: Thomas Peter,

Tel.: +49 (0) 5341 - 22 391 22 Fax: +49 (0) 5341 - 22 391 25 eMail: office@semperfides.eu www.semperfides.eu

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