

Order Form

My Pet Memorial Diamond



Reference-No:

Client:

Name:
Firstname:
Address:
ZIP/Place:
Country:
Phone:
Email:

Production data:

Origin :	.....	Hair
	.....	Feather
	.....	Ashes

Contact details:

Name:	.....
Species:	.....
Birthday:	.....
Date of death:	.....

Remarks:
.....

Specifications:

Quantity: Weight: Price:

Cut: Brilliant Color: blue-white
..... Emerald yellow
..... Princess
..... Rough

Laser inscription:

Place and Date:

Signature:

Purchase Agreement

By signing this PURCHASE AGREEMENT ("Agreement"), Algordanza USA Corp. ("Company") and I ("Customer") hereby agree to the following terms and conditions as of the signature date hereof:

1. This Agreement evidences Customer's obligation to purchase the memorial diamonds ("Memorial Diamond") listed in the purchase order form ("Order") attached hereto
2. Fifty-percent (50%) of the purchase price ("Purchase Price") for a Memorial Diamond, including sales tax if applicable in Customer's state, as reflected on such Order, is due and payable at the time the Order is accepted by Company with the remaining fifty-percent (50%) due when the Diamond is back from production. Full payment will be required in order to ship the Diamond back to customer.
3. If Customer chooses for a payment plan, then Twenty percent (20%) of the purchase price will be required including sales tax if applicable. Payments will have to be made on a monthly basis for the term of the chosen plan. Term _____ months. Monthly payment _____. If customer decides to cancel the order. There will be a Fifteen percent (15%) cancellation fee. This fee is Fifteen percent (15%) of the price from the chosen Diamond. We will reimburse payments made toward the Diamond and deduct the Fifteen percent (15%) cancellation fee. The production process will start once 50% of the Diamond is paid. Once the production process begins, there are no CANCELLATIONS and the full amount will be due when the diamond is completed. Full payment of the diamond will be required in order to ship it back to customer.
4. Except as provided in paragraph 10 herein below, the Agreement may not be cancelled and the Purchase Price shall not be refundable.
5. Customer acknowledges that in order to form a Memorial Diamond, it is necessary to utilize carbon extracted from cremated remains of a deceased person ("Deceased"). Customer also acknowledges and fully understands that in accordance with Customer's wishes, the carbon will be collected by extracting carbon from the cremated remains after the cremation of the Deceased is complete. The cremated remains necessary for the Memorial Diamond are processed as appropriate for disposition and suitable for inurnment within the Company's sealed and identified cremated remains container. Customer further understands and agrees that any remains placed in the care of Company beyond what is necessary for the creation process of a Memorial Diamond may need to be returned. Customer hereby authorizes the Company to use carbon or remains of the Deceased for this purpose. Customer represents and warrants to the Company that Customer is duly authorized pursuant to any and all applicable legal provisions to grant such authority without the consent of any other person.
6. Customer hereby represents he or she will send to Company the requested amount of remains (1.1 pounds of ashes) for the purposes set forth herein.
7. In the event Customer sends more remains to Company than the amount needed to perform hereunder, Customer hereby requests that Company contact Customer at the telephone and/or address that appear in the Order to discuss disposal, shipping or additional services provided by Company at Customer's expense.
8. While the formation of a Memorial Diamond is normally successful, there can be no assurance that it will be successful in every case. During the purification phase, the captured carbon coalesces with the natural carbon used in the diamond growth process, allowing the carbon from the cremated remains to be removed intact. In certain cases, impurities may exist that will not allow for diamond growth and further natural carbon will be infused to achieve a successful Memorial Diamond. Customer recognizes that family members and/or friends of the Deceased may suffer mental anguish in the event that a Memorial Diamond cannot be created in accordance with their wishes or those of the Deceased. Customer assumes all risks and potential liability to Customer and his or her family members and/or friends of the Deceased in connection with the performance of this Agreement.

9. Customer agrees to indemnify the Company, its representatives, affiliates, subsidiaries, related companies, business associates, suppliers, directors, officers, agents or employees and hold them harmless from and against any loss, cost, damage, claim, liability or expense, including reasonable attorneys' fees, that they may incur by reason of (a) any breach of Customer's representation and warranty in paragraph 4 above or (b) the risks specified in paragraph 7 above.
10. If any Memorial Diamond is smaller than specified in the Order, the Purchase Price will be reduced accordingly. If Customer's Memorial Diamond is below .20ct, the Purchase Price will be reduced by \$100 for every .01ct it falls below .20ct. If the Memorial Diamond is larger than requested, no additional charge will be incurred. In either case, Customer must accept the Order. All materials received or created by Company remain property of Company until paid in full by Customer.
11. In the event that a Memorial Diamond is not successfully created for any reason in breach by Company of this Agreement, Customer agrees that Company's sole liability will be to refund the Purchase Price reflected on the Order pursuant to this Agreement. Such refund will not include the cremation of the Deceased or the Purchase Price of other products or services ordered from the Company or its affiliated retail business, funeral home and crematory partners. EXCEPT FOR SUCH REFUND, THE COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY RELATING TO OR ARISING OUT OF THIS AGREEMENT FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
12. THE COMPANY EXPRESSLY WARRANTS THAT CUSTOMER'S MEMORIAL DIAMOND WILL BE IDENTIFIED AS A DIAMOND AND ACCOMPANIED BY A GRADING REPORT FROM A GIA (GEMOLOGICAL INSTITUTE OF AMERICA) TRAINED GEMOLOGIST IF SO REQUESTED. ALL OTHER ASSURANCES AND WARRANTIES WITH RESPECT TO THE MEMORIAL DIAMOND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
13. The Customer assumes the risk of defects, flaws and imperfections with the Memorial Diamond and waives any related claims or actions, and any balance which becomes due shall be paid unconditionally by Customer to the Company.
14. The Customer hereby waives all rights to any indirect, punitive, special or consequential damages in connection with the Memorial Diamond or this Agreement.
15. This Agreement shall be governed by the laws of the State of Texas, without regard to its principles of conflicts of law. Company and Customer expressly submit to the jurisdiction of courts in the city of San Antonio, Texas, and waive the right to another venue that may correspond to such parties as a result of their current or future domicile, nationality or for any other reason.
16. This Agreement is the complete agreement between Company and Customer with respect to the Memorial Diamond, and no other prior or contemporaneous agreements, correspondence, negotiations, conversations, courses of dealing, usages of trade or courses of conduct shall in any way bind the Company or affect the interpretation or construction of this Agreement.
17. This Agreement can be amended only by a written instrument signed by the Company and Customer.
18. Any delay or failure of Company to perform its obligations hereunder will be excused if and to the extent that Company is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order.
19. This Agreement does not constitute any party as the agent or legal representative of another party. No party is authorized to create any obligation on behalf of another party.
20. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts with together constitute one and the same instrument.