



---

# PURCHASE AGREEMENT

NOTE:

- (i) Please complete this form in BLOCK LETTERS using a black pen.
- (ii) For further enquiries, please contact our Customer Service Representatives at +41 44 508 7004.

FOR OFFICIAL USE ONLY	
Order ID	
Reference barcode	

Purchaser Information

Title		Full Name		Age (optional)	
Address					
PLZ		Place			
Country		Phone			
Email					

In Memory of		Carbon Source	
--------------	--	---------------	--

Special Request	
-----------------	--

## Carats & Colours

Prices shown below represent the default price of a round brilliant cut diamond.

	Naturally Amber™	Fancy Colours (Green / Red / Black)	Blue / Pink	Purely Colourless™
0.25 ct	CHF 2,200	CHF 2,600	CHF 2,900	CHF 3,000
0.35 ct	CHF 3,200	CHF 3,400	CHF 3,800	CHF 4,200
0.50 ct	CHF 4,500	CHF 5,000	CHF 5,500	CHF 6,200
0.60 ct	CHF 5,000	CHF 5,600	CHF 6,500	CHF 7,000
0.80 ct	CHF 5,800	CHF 7,800	CHF 9,500	CHF 9,800
1.00 ct	CHF 7,800	CHF 9,800	CHF 13,000	CHF 14,800
1.50 ct	CHF 12,800	CHF 14,800	CHF 16,800	CHF 18,800
2.00 ct	CHF 15,800	CHF 18,800	CHF 24,800	CHF 26,800
3.00 ct	CHF 28,800	CHF 29,800	CHF 36,000	CHF 38,800
Family Bundle				
0.25 ct x 2	CHF 4,200	CHF 5,000	CHF 5,500	CHF 5,800
0.25 ct x 3	CHF 6,000	CHF 7,200	CHF 7,500	CHF 8,200

## Cuts

<sup>[\*]</sup> 0.35 ct or above <sup>[#]</sup> 0.50 ct or above



Brilliant



Radiant <sup>[\*]</sup>

15% Surcharge



Princess <sup>[\*]</sup>

15% Surcharge



Asscher <sup>[\*]</sup>

15% Surcharge



Emerald <sup>[#]</sup>

30% Surcharge



Heart <sup>[#]</sup>

30% Surcharge



Cushion <sup>[#]</sup>

30% Surcharge



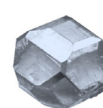
Oval <sup>[#]</sup>

50% Surcharge



Teardrop <sup>[#]</sup>

50% Surcharge



Unpolished <sup>[\*]</sup>

20% Discount

## Order Summary

► **Diamond #1**

Carat: \_\_\_\_\_ Colour: \_\_\_\_\_ Cut: \_\_\_\_\_ Quantity: \_\_\_\_\_

Certificate \_\_\_\_\_ Inscription on the diamond (up to 30 characters) \_\_\_\_\_

GIA & Laser (CHF550) ☐ IGI & Laser (CHF450) ☐ Laser Inscription (CHF350) ☐ \_\_\_\_\_

**Jewellery #1**

Setting N° \_\_\_\_\_ Metal: \_\_\_\_\_ Size/Chain Length: \_\_\_\_\_

Engraving Message on Jewellery (up to 30 characters) \_\_\_\_\_

► **Diamond #2**

Carat: \_\_\_\_\_ Colour: \_\_\_\_\_ Cut: \_\_\_\_\_ Quantity: \_\_\_\_\_

Certificate \_\_\_\_\_ Inscription on the diamond (up to 30 characters) \_\_\_\_\_

GIA & Laser (CHF550) ☐ IGI & Laser (CHF450) ☐ Laser Inscription (CHF350) ☐ \_\_\_\_\_

**Jewellery #2**

Setting N° \_\_\_\_\_ Metal: \_\_\_\_\_ Size/Chain Length: \_\_\_\_\_

Engraving Message on Jewellery (up to 30 characters) \_\_\_\_\_

## Summary

Total	CHF
-------	-----

## Acknowledgement and Signature

☐ I acknowledge that I have read and agree to the enclosed Contract Terms (POTC)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(in BLOCK LETTERS)

Date: \_\_\_\_\_

### FOR OFFICIAL USE ONLY

Staff ID \_\_\_\_\_

☐ Order Effective.

Signature: \_\_\_\_\_

# Purchase Order Terms and Conditions

The following Purchase Order Terms and Conditions the "POTC" apply to every purchase order. The signing of a printed Purchase Order Terms and Conditions or the acceptance of the POTC binds LONITE AG, (address: Bahnhofstrasse 21, 6300 Zug, Switzerland) (the "Company") and the purchaser who has so signed or effected acceptance (the "Purchaser") to the following terms and conditions:

## Effect of POTC

1. By signing this POTC, the Purchaser expresses his/her unambiguous and explicit consent to purchase the Product, which is a laboratory-grown diamond in the rough that was created at high pressure and temperature. The Company utilizes carbon and microelements of human or animal hair, nails or ashes samples provided by the Purchaser (the "Material"), which are processed into what is known as "Memorial Diamond", in accordance with the description provided in the POTC.

## Payment

2. On the date of signing of the POTC, the Purchaser shall make a prepayment of at least fifty percent of the total amount payable under the POTC to the Company or its authorized representative for the manufacturing of the Product. The Purchase Order for the Product is only deemed accepted by the Company if the Company has received fifty percent of the total amount payable under the POTC. If the Purchaser fails to effect further payment, such amount is deemed forfeited.
3. Payment of the remaining amount payable under the Purchase Order must be paid by the Purchaser before delivery. Notwithstanding delivery and the passing of risk, property in and title to the Product shall remain with the Company until the Company has received payment of the full price of the Purchase Order. Payment of the full price shall include, without limitation, the amount of any interest, the applicable sales tax at the time of the purchase, or other sum payable under the POTC between the Company and the Purchaser.
4. All applicable sales taxes, including applicable import duty, customs fees, or other charges of destination countries, or value-added taxes, good and sales taxes or other taxes or duties shall be paid by the Purchaser.

## Payment Methods

5. Payment may be made by one of the following methods:
  - i. Local bank transfer
  - ii. Bank wire
  - iii. Credit cards (Visa, MasterCard or American Express), but the processing charges of credit cards and other quota fees relating to credit card payments are at the expense of the purchaser
6. The Company's bank details for the purpose of effecting payment are as follows:  
Beneficiary: LONITE AG  
Address of the Beneficiary: Bahnhofstrasse 21, 6300 Zug  
Account number (CHF): 273-140242.01L  
IBAN (CHF): CH44 0027 3273 1402 4201 L  
SWIFT / BIC: UBSWCHZH63A  
Name of the bank: UBS Switzerland AG  
Address of the bank: UBS Switzerland AG, 6301 Zug, Switzerland
7. Purchaser may effect payments through an authorized reseller of the Company or a regional sales/trading office or a subsidiary of the Company. Such payments must be authorized by the Company in writing.

## Cancellation

8. Except as provided below, Purchase Orders shall not be cancelled and the purchase price shall not be refundable. Purchase Orders may only be cancelled if:
  - i. The amount of carbon contained in the Material is not sufficient, under the discretion of the Company, for the manufacturing of Memorial Diamond at any size.

All payments except a fixed cancellation fee will be returned to the Purchaser. There is no guarantee that Material will be returned in its original form. Material may be returned free of charge but in an altered form, for example Material may be in powder form due to attempted processing.

9. All cancellations are subject to a fixed cancellation fee of Swiss Franc (Fr.) 200 to cover shipment and handling costs.

## **Replacement / Return**

10. No cancellation shall be possible except for circumstances provided in clause 8 of the POTC.
11. After the stage where the Product is grown and cut (before further steps are taken, such as jewellery mounting and certification), the Company will photograph the unfinished Product for the estimation of the Product's dimension. The photograph will be sent to Purchaser along with a payment invoice. Upon the sending of the photograph and the payment invoice, the balance of the amount payable becomes due immediately.
12. If the Purchaser has not made payment within fifteen (15) calendar days after invoicing, a penalty of 0.1% of the amount payable under the Purchase Order per day will be charged, per day, accruing as of the 10th day after the date of invoice issue.
13. The final settlement of accounts for the Product shall be completed no later than five (5) working days before the date of delivery of the Product to the Purchaser or, for payments made by cheque, the final settlement of accounts shall be completed no later than fifteen (15) working days before the date of delivery of the Product.

## **Rescission (Cooling Off Period)**

14. The Company provides a Cooling Off period of 15 calendar days from the date of the signing of the Purchase Order, within which time the Purchase Order may be cancelled and a full refund of the prepayment, except the fixed cancellation fee, will be issued by the Company. The Purchaser acknowledges and agrees that any request for the cancellation of the Purchase Order must be made in writing and will be acknowledged by the Company in writing. Material supplied by the Purchaser for the execution of the Purchase Order will be returned by an authorized courier or may be collected in person. However, the Purchaser acknowledges and agrees that the Material may not be returned if processing has already commenced.
15. A full refund will be issued only after the prepayment amount has been cleared. After the cooling off period has expired, the prepaid amount will not be refunded to the Purchaser, unless the Company is solely liable for failure to fulfill the Purchase Order.

## **Protection of Trademarks and Intellectual Property**

16. No intellectual property rights pass from the Company to the Purchaser under this Purchase Order. All rights (including ownership and intellectual property rights) in any trademarks, patents, copyrights, know-how, specifications, instructions, plans, drawings, patterns, models, designs or other material provided or made available to the Purchaser by the Company pursuant to the Purchase Order shall remain vested solely in the Company. Except to the extent necessary for the implementation of the Purchase Order, the Purchaser shall not, without prior written permission, use or disclose any information in relation to intellectual property rights contained in the Product pursuant to the Purchase Order.

## **Materials**

17. The Purchaser acknowledges and agrees that in order to manufacture a Product, it is necessary to use carbon collected from the Material provided by the Purchaser.
18. If the Purchaser orders the Product be made with cremated remains, the Purchaser acknowledges and agrees that the carbon will be collected by extracting the carbon from the cremated remains after the cremation is complete. The cremated remains necessary for Purchaser's Product shall be processed as appropriate for disposition and suitable for inurnment within a sealed and identified cremated remains container.
19. There is no assurance that the formation of the diamond is successful in every case. In certain cases, impurities of the Material will not allow for diamond growth. The Purchaser acknowledges and agrees that family members and/or friends of the deceased and/or hair donor(s) may suffer mental anguish in the event that the Product cannot be created in accordance with their wishes or those of the Deceased. The Purchaser assumes all such risks in connection with the contingency.

20. The Purchaser represents and warrants that:
- i. The Purchaser has good title to the Material provided by him/her for the purpose of the creation of the Product. Such title has not been encumbered by any third parties' claims;
  - ii. No consent of third parties is required to use the Material for the purposes of creation of the Product;
  - iii. In the event of any claims and/or disputes connected to the right to the Material, the Purchaser shall be liable to the resolution of such claims and disputes, and shall settle all differences at his/her own expense.
21. The Purchaser does hereby acknowledge that he/she is aware that any Material he/she provides for the purposes of creation of the Product will be subject to processing and purification in order to obtain a set of carbon isotopes, biological element such as nitrogen and nickel, microelements inherent to a specific person or animal, in order to provide personalised basis for creation of the Product. The Purchaser agrees and understands that in the process of the creation of the Product, the Material will irreversibly and inconvertibly lose its original structure, and cannot be returned to him/her in its original state.
22. The Purchaser must provide the Company with the Material. The Material can be collected by a Company's representative in person (dependent on a representative within the Purchaser's location), delivered by the Purchaser in person or sent to the address provided by the Company in a secure sealed plastic container or bag supplied by the Company.
23. The Company strongly recommends the use of a secure and registered delivery service as the Company will not accept any responsibility for any Material lost during the transportation of the Material.
24. The Purchaser acknowledges and agrees the Material will be used by the Company in accordance with its internal procedures including, but not limited to: transportation, analysis, purification, extraction of carbon for the purposes of creation of the Product, standby storage, and so forth.
25. The Purchaser acknowledges and agrees that due to the sophisticated technology involved in the creation of the Product, the amount of carbon extracted from the Material may not be sufficient for the successful creation of the Product. The Purchaser acknowledges and agrees that it is not possible to assess whether the Material contains a sufficient amount of carbon before its analysis has taken place. The Purchaser acknowledges and agrees that if the amount of carbon extracted from the Material is deemed by the Company as insufficient for the successful creation of the Product, he/she will be offered the opportunity to submit additional Material at no extra charge or a full refund of the prepayment paid to the Company, otherwise carbon extracted from the Purchaser's Material may need to be supplemented by generic pure carbon obtained and purified from nature. The Purchaser acknowledges and agrees that the Company will not be able to return the Material or any of its components after the creation process has started.
26. The Purchaser acknowledges and agrees that the refund of the prepayment paid by the Purchaser for the Product is final and covers all losses of the Purchaser in full. The Company will not be liable to the Purchaser, or any third parties that may be directly or indirectly or potentially connected with the Purchase Order, for any damage, whether direct or indirect or consequential or collateral or economic or otherwise.
27. The Purchaser acknowledges and agrees that in the event of the loss of the Material by the Company during transportation to the laboratory, the Company will immediately notify him/her about the loss and offer to allow Purchaser to submit additional Material at no extra charge or elect to receive a full refund of the prepayment. The Purchaser does hereby acknowledge that the refund of prepayment paid by the Purchaser for the Product is final and covers all losses of the Purchaser in full, and the Company will not be liable to the Purchaser, or any third parties that may be directly or indirectly or potentially connected with this order, for any damage, whether direct or indirect or consequential or collateral or economic or otherwise.

## Product

28. The Purchaser warrants that he/she understands the following conditions set out below and agrees to them:
- i. Every diamond is grown individually and may have inclusions;
  - ii. Adding a diamond seed (a micro diamond that may be natural or synthetic) to the diamond synthesis foundation to serve as the crystallization core is the basic and prerequisite of all HPHT diamond synthesis theory;
  - iii. The process of creation of the Product takes place in conditions of high temperatures and pressure, similar to those of diamond development in the Earth's crust and may involve thermobaric annealing or BHT treatment for the purposes of a change of colour where required;
  - iv. The Company will endeavour to obtain a top quality diamond. In the event that the quality may be improved only by reducing the weight of the diamond, the Company and the Purchaser will have to communicate and coordinate in this respect;
  - v. Clarity of the diamond can vary from IF to I and might not meet the Purchaser's wishes or wishes of any third parties interested in the creation of the Product;
  - vi. The risk of loss of the Product in the process of its creation is existing;
  - vii. By signing this Purchase Order, the Purchaser assumes all risks provided in the clauses in the POTC in relation to the manufacture of the Product;
  - viii. Due to the unique custom-made nature of the Product, the Purchaser accepts that the exact colour of the Product will be subject to the variations incidental to the creation process and following guidelines are for the Purchaser's reference:
    - a. Amber – combination of various tones and shades of yellow and goldish yellow;
    - b. Greenish Yellow – combination of various tones and shades of yellow and green;
    - c. Pink – combination of various tones and shades of pink;
    - d. Red – combination of various tones and shades of red;
    - e. Blue – combination of various tones and shades of blue;
    - f. Colourless – Product in this option can carry slight blue tint and colour can vary from D to Z on GIA scale;
    - g. Saturation of the Product can vary from Faint to Fancy Deep.
29. Above average sizes may have a variation up to 0.05 carat for options below 0.50 (included) and 0.10 for options above 0.50 (excluded).
30. Should the weight of the finished Product be less than specified in the Purchase Order, the Company shall reduce the price of the Product proportionately to the reduction in size. Should the weight of the finished Product be more than that agreed between the Parties in the Purchase Order, the Company shall not increase the price of the Product. Discrepancies between the actual weight of the Product and that agreed between the Parties in the Purchase Order shall not constitute breach by the Company of its obligations, nor shall it constitute grounds for refusal of the Purchaser to accept the Product.
31. The Purchaser acknowledges and agrees that due to the sophisticated technology involved with creation of the Product, the Product might not be successfully created. In the event of the failure of the process for any reason, which results in the unintentional loss of the Product in the process of its creation, and if the Product cannot be created anew from the remaining Material, the Company will immediately notify the fact thereof to the Purchaser. The Purchaser will have the choice of either supplying additional Material and proceeding with further efforts to develop the product at no additional cost to the Purchaser or to receive a full refund of the prepayment. The Purchaser acknowledges and agrees that the refund of the prepayment is final and covers all losses of the Purchaser in full, and the Company will not be liable to the Purchaser, or any third parties that may be directly or indirectly or potentially connected with this order, for any damage, whether direct or indirect or consequential or collateral or economic or otherwise. The Purchaser understands that in such circumstances the Company will not be able to return the Material or any of its components.



32. The Company and the Purchaser agree that nothing in the POTC or in the Purchase Order Form shall be construed as a promise or guarantee of a successful outcome of the procedure of manufacture of the Product. The Company commits to take all reasonable steps necessary for attainment of the Product with the characteristics set out in the Purchase Order Form.

### **Additional Product(s)**

33. The Company can offer by a special arrangement with the Purchaser to supply additional shapes and sizes of the Product. Any such Products or services will be provided after consultation with the Purchaser and will be confirmed in writing by the Company and the Purchaser. Products cut into different shapes and sizes by such special arrangement shall remain subject to this POTC.

### **Ring Sizing**

34. It is the sole responsibility of the Purchaser to ascertain the correct ring size. Due to the unique custom-made nature of the jewellery settings, the Company does not accept responsibility or liability for incorrect ring sizing, for which the Purchaser shall assume full and final responsibility.
35. The Company strongly recommends using a local jeweller in order to establish the correct ring size before the Purchaser places any order.

### **Shipping**

36. Due to the high value of the Products, the Purchaser acknowledges and agrees that delivery shall only be performed in person by the Company's representative (dependent on a representative at the Purchaser's location), or by using secure courier services.
37. The title and risk in the Product shall be deemed vested in the Purchaser once the manufacturing process of the Product is complete. The Company will arrange for an appropriate delivery service (e.g. by courier) for the Product to be transported to the Purchaser immediately after the manufacturing of the Product. In the event that the Purchaser elects to delay delivery, the Company would charge a storage fee at the rate of one Swiss Franc per day.
38. The Company does not accept responsibility or liability for any Product or Material being lost in the delivery system. All Products will be delivered by hand or sent /delivered by courier or registered and trackable mail.
39. The Purchaser shall be deemed to have accepted delivery of the Product once he/she has signed the delivery form of the delivery service. The Purchaser assumes the responsibility, upon accepting delivery, to confirm the Product is in a merchantable state and corresponds to his/her Purchase Order. Should any discrepancies arise, the Purchaser is bound to inform the Company within fifteen (15) calendar days.
40. Any loss of the Product during the delivery process must be claimed within fifteen (15) calendar days (inclusive of the date of the loss of Product) of scheduled delivery and accompanied by a police report and the report's certified translation into either German, English or French.
41. After 15 days, the Product shall be deemed accepted by the Purchaser.

### **Timelines and Delivery Dates**

42. The Purchaser shall be notified of an approximate order completion date at the time of placing the order and will also be informed of any potential delays.
43. The Purchaser acknowledges and agrees that all orders are subject to the above processing times and that final delivery time will depend on both the processing times outlined above and further delivery time to final destination.
44. The setting of the diamonds into jewellery items and/or the certification at the Gemological Institute of America (GIA) / International Gemological Institute (IGI) for certification and inscription will each add approximately sixty (60) business days to the order completion times and selection of both of these options will therefore add approximately one hundred and twenty (120) business days.

45. The average time from payment by the Purchaser to delivery of the Product is six (6) months. However, because the production period is largely determined by the size being ordered and other orders in queue at the time, there may be variation in delivery times ranging from approximately three (3) months to approximately twelve (12) months. No delivery delay shall be grounds for any reduction in price, cancellation of order, refund of order, or any damages whatsoever.
46. The Purchaser acknowledges and agrees that order completion terms are given as guidelines only and that the Company reserves the right to extend these order completion terms as necessary or as required by the manufacturing process, the volume of orders or the size and/or colour of ordered Products.

#### **Importer of Record**

47. When ordering from the Company, the Purchaser is the importer of record and must comply with all laws and regulations of the destination country.

#### **Publicity**

48. The Company shall be entitled to use and publish photographs of all Products, diamonds and jewellery setting for uses, including but not limited to Company records, employee education and marketing and sales materials.
49. The Company shall be entitled to establish and maintain a customer database containing records of the Purchasers. The Company may publish all or part of its customer lists, provided that in doing so it does not disclose any personal information or sensitive information and does not contravene applicable privacy laws.

#### **Warranties and Guarantees**

50. The Company warrants that the Product will be specified as a diamond and will be accompanied by a Certificate confirming the creation of a personalised diamond.
51. The Product is guaranteed against defects caused by or originating from the synthesis process for its lifetime. The Product is not guaranteed against damage, loss or theft, breakage as a result of misuse or application of any external forces or its being under any adverse environments, including but not limited to high temperature or high pressure, chemical reagent cleaning, physical hit, fire, laser, or polishing by the Purchaser. Natural inclusions including but not limited to graphite, melting pit, burning mark, and metallic inclusions that may appear as a result of the synthesis process are not considered as defects and the Company does not assume responsibilities or liabilities in connection with them.
52. The Purchaser acknowledges and agrees that the Product cannot be subjected to direct torch heat and must be covered or protected by heat shield during any jewellery mounting process.

#### **Limitation of Liability**

53. The Company shall not be liable for any loss or damage caused to Purchaser or other parties arising out of or in connection with any delay in Company's performance, or the inability to use the Products, or any defect or nonconformity therein.
54. In no case shall the Company be liable to Purchaser for any breach of an express or implied warranty, negligence or any other tort for loss or damage to property or loss of use thereof, increased or additional costs or expenses incurred by the Purchaser or claims of any kind by Purchaser or other third parties.
55. In no event shall the Company be liable to Purchaser for any lost profits or loss of business or for indirect or incidental, consequential or special loss or damage.
56. The express rights and remedies under the POTC constitute the Purchaser's sole remedies and the Company's sole and exclusive liability to the Purchaser.

## **Indemnification**

57. Purchaser shall indemnify the Company, its representatives, business associates and suppliers, 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:
- i. any breach of the Purchaser's representations and warranties in the POTC; or
  - ii. any act or omission occasioned by Purchaser in the delivery of the donated Material; or
  - iii. The Company's delivery of the order.

## **Dispute Resolution**

58. Any and all disputes, claims or differences arising out of or relating to this Purchase Order or the alleged breach thereto shall be settled by mutual consultation between the Company and the Purchaser in good faith as promptly as possible, but failing such amicable settlement, shall be submitted to arbitration.
59. Arbitration shall be provided by international arbitration organizations in Zurich.
60. The decision and awards of any such arbitration shall be final and binding upon the Parties.

## **Force Majeure**

61. Company will not be liable for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of this Purchase Order, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond Company's control that, by their nature, make performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. The Company will use all diligent efforts to end the failure or delay of its performance.

## **Severability**

62. If any provision of the POTC is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the POTC shall continue in full force and effect as if it had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Purchase Order, the Company and the Purchaser shall immediately commence negotiations in good faith to remedy the invalidity.

## **Governing Law and Jurisdiction**

63. This POTC shall be governed by and interpreted in accordance with the law of Switzerland and shall be subject to the exclusive jurisdiction of the Courts of Switzerland.

## **Entire Agreement**

64. These Terms and Conditions of the Purchase Order together with any subsequent amendments made in writing between the Company and the Purchaser represent the entire terms and conditions of the agreement between the Company and the Purchaser.

## **Variation**

65. The Purchase Order shall not be varied unless such variation is agreed by the Company and the Purchaser in writing.

## **Language**

66. The only official version of the Purchase Order, and all communications related to the Purchase Order, will be in the English language.