

Phoenix-Diamonds.com, Sunrise House, Hulley Road, Macclesfield, SK10 2LP

**Full assistance and support will be given if required, please ask by telephoning 0870 881 0612

ID #

ORDER FORM

Company use

Full name _____ Address _____
_____ Post/Zipcode _____

Telephone (home) _____ (mobile) _____ (other) _____

e-mail address _____ (other) _____

Country _____ Currency paying by _____ method _____

Quantity _____ Colour _____ weight each _____ carat Cut _____ @ £ _____ /carat [order total = _____]

Quantity _____ Colour _____ weight each _____ carat Cut _____ @ £ _____ /carat [order total = _____]

Grand total = _____

Supplied loose or sent to _____ extras _____

Donated material [weight] _____ (ie 100 grams/crt) Type ['Cremains', ashes, hair, nail, horn] _____

Packed in [supplied or own bag] _____ ID Number** _____ issued by** _____

Special instructions agreed _____

50% Deposit paid (in figures) _____ Balance (in words) _____

Signed by the customer _____ Print name _____ Date _____

Accepted by The Company _____ Date _____

Laboratory details _____ Tracking _____ Date _____

Delivery expected date _____ Tracking _____ Date _____

Gem(s) Received by the customer (signature) _____ Date _____

CONTRACT FOR THE MANUFACTURE OF MEMORIAL CREATED DIAMONDS : TERMS AND CONDITIONS

1. The following constitutes the whole of the terms and conditions for the contract between phoenix-diamonds.com ("the Company") on behalf of itself and its agents and sub-contractors and you the Customer relating to this Order placed by you on this Order Form which forms part of this document.
2. Payment for the product(s) as stated on the Order Form (which Order Form is included as part of these Terms & Conditions) shall be by a payment of 50% of the total sum payable upon placing the Order - this may be via our credit card facilities, our Escrow intermediary, by cleared cheque or irrevocable Bankers Draft. The balance of 50% shall be payable upon The Company advising you that the Order is completed. We are not obliged to deliver the completed Order until it has been paid for in full.
3. If you serve proven, written cancellation prior to production of the jewel commencing, the fee will be refunded less 5% (plus vat) for handling and processing. We reserve the right to refuse to process any Order at our sole discretion. In the event that we refuse to proceed with an Order the whole of the deposit shall be refunded.
4. In the event of written cancellation by you, but where special delivery has been arranged and completed and/or where production of the jewel has commenced, a fee will be incurred and will be payable by you. Such fee will be decided entirely at our discretion. It could be that stopping the process is impracticable or uneconomic, we therefore reserve the right to proceed to completion or a conclusion and deal with the product if we believe that this will be the best way to recover our costs.
5. Due to the unique and individual make up of donated material, we cannot make any representation or warranty as to the final quality of the jewel as in certain cases impurities within ashes and donated material may result in unavoidable variation in colour and size and contain slight inclusions, however, with many years experience our manufacturing process always aims for the highest quality attainable. You agree to accept the jewel with a tolerance in weight variation of plus or minus 5 points and plus or minus one grade of the GIA diamond colour scale.
6. We take all care and responsibility for the construction of the jewel but due to uncertainty in production neither we nor our sub-contractors can guarantee the performance or completion of the Order and by placing the Order, you acknowledge and accept that if there is a failure during the course of construction in making the jewel, you shall have no right of legal action for any loss of whatever nature arising out of the failure to construct the jewel. This clause is only operative in so far as it does not seek to remove or invalidate any of your rights under UK consumer legislation. In the event of failure to manufacture the jewel you will receive back your full deposit together with any unused material donated.
7. We cannot accept responsibility for any jewels, donated material or ashes being lost in the delivery system as these are matters beyond our control. All jewels, donated material and ashes will be delivered by hand or sent /delivered by courier or registered trackable and considered in general as 'secure mail'.
8. You acknowledge that in order to create a jewel, it is necessary to use specially treated carbon collected and derived from the remains of a deceased person which cannot be supplied in all cases by you personally and instead must be supplied by an Undertaker. You hereby authorise us to use carbon collected from the remains of the deceased for this purpose and confirm that no other person's authority is required.
9. Jewels are supplied loose or mounted. We will only accept responsibility for the ring size as ordered. In the event that a different size/style is requested after completion of the Order, an additional charge will be made.
10. You agree to supply ashes or donor material using only the bag provided to you or to your funeral director or instructed in this order and that no foreign substance or other material will be mixed with the material and the customer shall confirm this fact by the completion of the supplied Quarantine Declaration Form (if such forms are required) and by signing these terms and conditions.
11. In the event that any legal action is taken by any Government Authority, person or organisation against us or any of our agents or sub-contractors arising out of any act or omission occasioned by you in the delivery of the ashes or the donated material or delivery of the order to us, you agree to indemnify us and our respective representatives, business associates and suppliers, and hold them harmless from and against any loss, costs, damages, claims, liability or expenses including reasonable legal costs that may be incurred by reason of any act or omission as stated above.
12. A 14 day "cooling off" period is offered commencing immediately upon receipt of your first payment and the confirmed order. Subject to the above conditions - this period will be added to the total delivery period. The order is subject to production queues at our manufacturing plant. Whilst the production process usually takes approximately 12 to 15 weeks the production period could be up to 17 weeks for canary and 26 weeks for blue colours. Where an extension to the delivery date is unavoidable or required by circumstances beyond our control this is further accepted by the customer unless advised in writing and acknowledged subject to these Terms & Conditions.
13. No variation to these terms and conditions shall be valid unless agreed in writing and signed by you and by an authorised representative of the Company
14. These terms and conditions are subject to and shall be construed in accordance with English law.