

**These General Terms and Conditions (GTC) shall help you and us to deal everything easily and faithfully (Version March 2015)**

**1. Scope**

For all business relations between the Algordanza Group and its customers solely these General Terms and Conditions in the current version at the time of contract closing shall apply. The customer's terms and conditions are not applicable. The validity of these GTC extend to all services offered by the Algordanza Group.

The GTC will become integral part of the contract at receipt of the written order confirmation from the Algordanza Group (see paragraph 2) and the customer acknowledges them binding. The GTC are accessible at [www.algordanza.ch](http://www.algordanza.ch), [www.algordanza.de](http://www.algordanza.de), [www.algordanza.at](http://www.algordanza.at).

**2. Contract Closing**

The customer places a written order for the production of a personalized diamond with the Algordanza Group. The contract is effective as soon as the placed order is confirmed in written form (order confirmation).

**3. Prices**

Prices declared at the time of order placement are effective, errors and misprints shall remain reserved. Upon publication of a new pricelist all former prices shall be void.

**4. Terms of Payment**

After order placement the customer has to pay a deposit of 50% of the lump sum price (if nothing else is stated on the order confirmation). Upon receipt of the deposit the production will start. The final payment is due before delivery/collection of the diamond.

**5. Custom-made Production**

Algordanza diamonds are custom-made diamonds. Discrepancies in color, shape, size, carat, clarity or quantity of an order are not a flaw and do not justify any complaints or conversion of an order since they are not under our control. Business and billing are based on the reached carat.

**6. Subsequent Handling**

The subsequent handling of the delivered diamonds (i.e. embedding in jewelry) is at the risk of the customer. Algordanza is not liable for damage due to subsequent handling after delivery. Please note that diamonds – both natural and synthetic – are damageable under certain stress.

**7. Cancellation**

Cancellation of orders are impossible. The deposit cannot be refunded.

**8. Delivery Time**

The indicated delivery time is an approximation and is non-binding. Possibly the delivery time can prolong to twice as much and is considered within the normal delivery time limit.

**9. Return of Material**

Unless specified otherwise on the order confirmation the whole material will be used for the production of the diamond. There will be no remains to be returned.

**10. Liability**

Any claims for indemnification are excluded, unless a compelling law is opposed.

**11. Privacy**

All data necessary for business purposes will be stored according to the effective regulations of the Swiss Data Protection Act. All personal details will be treated confidentially and will not be passed on to third parties.

**12. Other matters**

The ineffectiveness of individual clauses of these GTC does not affect the effectiveness of the contract and as for the rest of these GTC.

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

**13. Applicable Law and Place of Jurisdiction**

The regulations of Swiss Law are applied. Swiss Law will also be applied if the customer resides abroad or the place of delivery is abroad.

Place of jurisdiction for all claims in connection with any stipulations with the Algordanza AG is either Domat/Ems or residence of the customer.

**14. Address**

Algordanza AG	Algordanza
Via Innovativa 15	Erinnerungsdiamanten GmbH
CH-7013 Domat/Ems	Schwefel 91
	A-6850 Dornbirn

Algordanza
Erinnerungsdiamanten GmbH
Kemptener Str. 8
D-88131 Lindau am
Bodensee