

PAFCO JEWELRY INC. POLICIES

Pafco Jewelry Inc. has always treated our clients' submitted work and designs as confidential material and does not retain any rights to the submitted design. Upon completion of the requested project and receipt of payment, Pafco Jewelry Inc. will return all submitted designs, models and molds upon your request. By submitting a design, you represent and warrant that you have all necessary rights in and to such design, and that such design shall not infringe any intellectual property, proprietary or other rights of third party.

By submitting a design you agree to indemnify and hold harmless Pafco Jewelry Inc., its authorized agents, trustees, directors, officers, executives, and representatives, from and against any and all actions, claims, suits, proceedings, losses, damages, costs, liabilities, including reasonable attorneys' fees, and other expenses which may be suffered, incurred or paid by reason of, or arising out of any breach or alleged breach of the above representation and warranty.

ORDERING

1. <u>All job orders and specifications shall either be made in person, via email, or fax.</u> This shall count as approval to begin the project as set forth by the clients' specifications. All conditions of the project need to be identified prior to start. This includes, but is not exclusive to: quantity, metal, stones, stone quality, provided materials, size, etc. Pafco is not responsible for any typographical errors submitted by clients.

2. All items, which are priced, or quoted, are approximate. All diamond total weights areapproximate. All charges will be based on the raw metal item weight and diamond total weight. Due to fluctuations in precious metal and diamond prices, quotes are subject to change without notice. <u>All</u> prices and invoices are locked at the time of production.

3. All items should be inspected for content, quality, and damages promptly upon receivingitem. Any item returned due to manufacturing defect must be returned within 7 days of invoiced date.

4. Pick-up only clients: If a client does not pick up completed work within 30 days, item(s) will be broken down for scrap. The client will remain responsible for any and all labor costs involved in the project. In the event that the client provides their own materials, the product will be held for three months prior to scrapping the item(s), whereupon labor cost will be subtracted from the scrap. If there are stones in the piece, we will not be responsible for chipped and/or broken stones resulting from breakdown.

5. Though we strive to make every piece perfect, on oversize items, we cannot guarantee thequality of the casted product. This is also inclusive of overly complicated casting trees submitted by the client.

PAYMENT & ACCOUNTS

1. Accepted forms of payment include: cash, check, credit card, money order, and bank transfer. There will be an additional 3% charge for all in person credit card purchases and 3.5% on all online credit card purchases.

2. There is a non-refundable deposit of \$100 for any new model, mold, or CAD drawing.

3. Any past due invoices will accrue 2% interest or \$35 monthly, whichever is greater to be compounded on a monthly basis. Further, we will retain any and all finished product or materials until the account is paid in full. We reserve the right to put any reoccurring and future orders on hold.

4. When items leave Pafco Jewelry Inc. via pick-up, the item(s) are considered purchased without design defect or issue. In the event of delivery, the items are considered purchased upon receipt of the goods and the client has 24 hours from the time of delivery to notify us of any defect.

5. Clients who have become inactive over three months need to reapply for a line of credit viaour credit application.

SHIPPING AND RETURNS

1. Quoted orders do not include shipping charges. Shipping will be applied to the invoice uponproduct completion.

2. All finished items are non-returnable and non-refundable. Finished items include those whichhave been polished, set with stones (diamond or gemstones), or raw casting. Finished items also include; any item, which has been custom made or any product that has been set with customers' stones as well as any items, which have been adjusted, altered, sized and polished.

3. <u>There will absolutely be no returns on special orders.</u> Modifications or alterations may be allowed on a case by case basis. Repairs needed due to manufacturing defect will be made only after receipt of payment in full.

4. Repairs will be completed on merchandise if it is found that the item(s) were defective in the production process. If it is found that the item(s) were damaged due to clients' (or their customers') abuse or negligence, we will make repairs at the current labor rate.

5. The reason for the requested repair must be indicated on a copy of the original invoice.

6.If there has been an ordering error by the customer, Pafco Jewelry Inc. will provide a credit for material less labor cost. In the event of a finishing loss, metal credit will issued for the actual weight of metal returned, not the weight originally invoiced. Contaminated materials will be eligible for scrap metal credit only. <u>No credits will be applied against new orders/shipments.</u>

OTHER

1. Though we make every effort to accommodate our clients, we are not responsible for the molds, waxes, and models left with us. Molds degrade over time and use and will not be replaced once used. In the event of nonpayment, we reserve the right to keep all molds, models, and waxes until such time that the account is paid in full. If a client becomes inactive for over six months, all molds models and waxes will be destroyed.