

Merchandise Submission Form

CAD/CAM SERVICES

800-527-5057 | CAD/CAM_Services@stuller.com



Stuller Account #: _____ Email Address: _____

Company Name: _____ Order #: _____

Customer Contact: _____ Phone #: _____

CAD/CAM #: _____

Send your merchandise to

Stuller, Inc.
ATTN: Chad Camden — ext. 3804
302 Rue Louis XIV
Lafayette, LA 70508

We request that you use either FedEx or UPS (both provide tracking info) for sending products to Stuller. Please package your merchandise securely and insure it properly. Include this form in your package.

Terms of Service Acceptance

By submitting any materials to Stuller, you indicate your acceptance of the CAD/CAM Services Terms of Service on the next page of this document. Customer merchandise information is outlined in sections 10 and 11. The acceptance of the CAD/CAM Terms of Service must be signed before we can begin to process your order.

I accept the accompanying CAD/CAM Terms of Service.

Customer Signature: _____

Date: _____

Send MERCHANDISE for Use With Your CAD/CAM Order

- When sending jewelry (engagement rings, earrings, etc.) or mountings, please clean all merchandise.
- Include the value of the mounting and/or stones in their respective information charts.

Please note: Any stones to be set in your CAD/CAM order should be sent loose and noted on the Stone Chart below. We cannot remove set stones from an existing piece of jewelry to be used in your order.

QUANTITY	MERCHANDISE DESCRIPTION	METAL QUALITY	FINGER SIZE <i>(If applicable)</i>	COUNTRY OF ORIGIN	DECLARED VALUE US \$
TOTAL DECLARED VALUE US \$					

Send LOOSE STONES for Use in Your CAD/CAM Order

- Please clean all stones and label the bag indicating sizes in 0.1mm increments.
- Include the serial number (found on your invoice) for Red Box Diamonds® or Black Box Gemstones® in the comments.
- Please include the value of each stone and the total value of all stones at the bottom of the form.

Please note: Stones to be set in your CAD/CAM order should be sent loose and noted on the Stone Chart below. We cannot remove set stones from an existing piece of jewelry to be used in your order.

QTY	STONE TYPE <i>(Diamond, etc.)</i>	SHAPE	SIZE (mm) L x W x D	CARAT WT PER EACH	COLOR/ CLARITY	COUNTRY OF ORIGIN	COMMENT <i>(Example: Chips, synthetic, stone number, etc.)</i>	DECLARED VALUE PER EACH US \$	TOTAL DECLARED VALUE US \$ PER TYPE
TOTAL DECLARED VALUE US \$									

Your declaration of the value of the items will be used for insuring your return shipment of the completed piece. This project's production cycle will begin only once all stone, mounting, or jewelry information have been provided and verified to fit the file.

CAD/CAM Services Terms of Service Agreement

Thank you for your interest in CAD/CAM Services. All CAD/CAM Services work is governed by the following Terms of Service. Please review them thoroughly. This Agreement may be amended at any time by us without specific notice to you.

1. This CAD/CAM Services Terms of Service Agreement supplements but does not supersede any other Terms of Service issued by Stuller.

2. Acceptance of this Agreement

By submitting any order to CAD/CAM Services or by submitting any other special order, custom or repair work to Stuller you are acknowledging your acceptance of the following Terms of Service.

3. Confidentiality

Stuller regards your design concepts as confidential information and will not use such information, directly or indirectly, in whole or in part, or disclose or divulge said concepts to any third party without your verbal, electronic or written consent as described herein. Stuller will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of your confidential information, including, at a minimum, those measures Stuller takes to protect its own confidential information of a similar nature.

4. Approvals and Cancellations

You understand and agree that verbal or electronic requests, specifications, approvals, cancellations, releases, waivers, warrants or any other directives or assurances related to this work from you to Stuller regarding CAD/CAM services and jobs shall carry the same weight and enforceability as a written and signed document from you.

5. Special Orders are non-returnable

You understand and agree that orders for products that Stuller does not normally keep in stock, including all CAD/CAM Services make-to-order items, are considered special orders and are non-returnable.

6. Cancelled Orders

You understand and agree that if you cancel a special order you are responsible for, and will be billed for all, work performed up to the time of cancellation and that you may be responsible for any special order stones or components already procured for you.

7. Product price quotes are estimates

You understand and agree that price quotes are estimates and that actual pricing will be calculated based on actual item weight(s) and the sales price of materials on the day of shipment. Precious metal pricing is based on the second London fix from the prior business day plus an adder for metal procurement, processing and refining expenses.

8. CAD/CAM Services price estimates

You understand and agree that CAD/CAM Services price quotes are estimates and subject to modification if additional needs with your 3D files are discovered. Final price will be determined based on the conditions of the item as manufactured and at the time of manufacturing. Stuller will contact you for approval of any additional CAD/CAM requirements discovered that would result in a higher cost.

9. Quality marks and Trademark

- 9.1.** If a quality mark (e.g. 18K) appears on an item, the National Gold and Silver Marking Act requires that the trademark of the company warranting said quality must accompany the quality mark.
- 9.2.** You understand and agree that unless otherwise requested, Stuller will incorporate the appropriate quality and Stuller trademark in the location(s) deemed customary and appropriate by Stuller.
- 9.3.** If you prefer to substitute your registered trademark for the Stuller trademark, Stuller can quote that service upon request. Please note that you must provide evidence of your legitimate trademark registration.

10. Your Material's Declared Value

- 10.1.** For any jewelry materials such as stones that you submit to Stuller we ask that you describe each item and declare your opinion of its value.
- 10.2.** You understand and agree that Stuller's receipt of your item description and declared value is not an acceptance by Stuller of, or necessary agreement with, your item description and declared value and that Stuller shall be under no obligation to notify you if our opinion of the item value differs from your declared value.
- 10.3.** You understand and agree that when you submit your stones for use in a CAD/CAM Services item, your stone description and declared value will become part of the formula for determining the setting charge.

11. Customer Materials Liability

- 11.1.** Stuller agrees to take all customary precautions and to exercise reasonable care in handling materials provided by you.
- 11.2.** By submitting this order and materials to Stuller, you are acknowledging that you understand and agree that even with reasonable care, breakage or other damages may occur and you are releasing Stuller from any and all liability for any damages whatsoever to your materials. You further understand and agree that if, at its sole discretion, Stuller elects to replace or compensate you for any damaged or lost item, or if this provision is or is declared to be invalid or unenforceable, the maximum extent of Stuller's liability shall be the lesser of: 1) your declared value; or 2) average wholesale value for said item with no regard for antiquity, provenance or sentiment.

12. Records and Materials

- 12.1.** You understand and agree that all submitted design materials such as CAD files, photocopies, scans of drawings or photos must be non-returnable. Please do not submit originals.
- 12.2.** You understand and agree that after completion or in the event of cancellation Stuller shall be free to delete or otherwise dispose of your submitted design materials such as CAD files, photocopies, scans of drawings or photos and that Stuller shall be under no obligation to do so following any specific standard or procedure.

12.3. You understand and agree that at your request Stuller may, but is under no obligation whatsoever to, keep a record of your submitted materials such as your CAD files, drawings or photos for your ease of future reorders.

12.4. You understand and agree that Stuller shall have no liability whatsoever regarding protection, storage or retention of your files, drawings, intellectual property, materials or other property.

12.5. You understand and agree that Stuller is under no obligation whatsoever to return, transmit or deliver any CAD file to you whether the file is your original or a Stuller-created or modified file regardless of whether the file was created or modified at your request or expense.

12.6. You understand and agree that Stuller retains ownership of any models or molds that Stuller creates based on your submitted design.

12.7. You understand and agree that unless you request otherwise, as a matter of standard procedure Stuller will not deliberately retain for retrieval or use any non-CounterSketch® design materials you submit to Stuller unless in Stuller's opinion such materials may infringe on the intellectual property rights of Stuller or any third parties.

13. Intellectual Property

Stuller values and protects its intellectual property and respects the intellectual property rights of others. We seek to avoid misunderstandings, losses of goodwill or wrongful litigation regarding same. Stuller is unwilling to enter into any agreement whatsoever that may compromise its intellectual property rights. Therefore:

- 13.1.** By submitting your designs or graphics to Stuller you acknowledge, understand and agree that: 1) Stuller is continually engaged in: a) product design and development, b) research and development and c) marketing and brand development; 2) Stuller may have developed or be developing intellectual property similar or identical to your submissions; and 3) Stuller will have no obligation of any kind to you concerning your submissions if Stuller has created, developed or acquired like or identical concepts independently without reference to your work.
- 13.2.** You further understand and agree that Stuller shall have the same rights as any member of the general public to any public domain materials contained in your submissions.
- 13.3.** Stuller will not use your rightful intellectual property for any other purpose than evaluation, storage or production as described herein.
- 13.4.** By submission of this order or request for quote, you warrant that you have the right to make, use and sell the design or other intellectual property including trademarks you submit to Stuller and that your use or Stuller production of said designs, trademarks or other intellectual property at your request does not infringe upon the intellectual property rights of others.
- 13.5.** Including but not limited to customer-submitted designs of any sort and customer-submitted graphics for engraving or manufacturing, Stuller reserves the right to decline any job or portion of any job that Stuller perceives to infringe or potentially infringe on intellectual property rights of Stuller or any third party. You understand and agree that this clause in no way lessens or mitigates your responsibility to ensure your submissions do not infringe upon the intellectual property of others. In the event Stuller declines to perform work for said reasons, you may submit substantiating information confirming your right to replicate, use, manufacture or sell the intellectual property in question for further consideration.

14. CounterSketch® Intellectual Property

- 14.1.** You understand and agree that CounterSketch® is not a "blank slate" design tools. They are jewelry style manipulation environments built on pre-determined style variations possible with each design. You further understand and agree that such possible style iterations are anticipated, deliberate and designed into the original model and that as such all possible variations are copyrighted designs.
- 14.2.** You understand and agree that all CounterSketch® designs provided with, updated to, sold for use in conjunction with, or derived from software or its functionality are and remain copyright and property of Stuller, Gemvision or the designer licensing the design to Stuller or Gemvision and may be used in whatever fashion the copyright owner chooses. You understand and agree that this expressly includes designs or other intellectual property derived or modified from CounterSketch® library designs by you or any other party. By acceptance of these terms and by using the CounterSketch® software, you expressly transfer all associated design copyrights potentially created within CounterSketch® to Stuller.
- 14.3.** You understand and agree that as a licensed user, your sole rights to CounterSketch® designs whether inherent in, supplementary to or derived from the software are strictly limited to submission of the designs to Stuller for manufacturing and your subsequent use of the Stuller manufactured item and agree that no other design output from the software is permitted.

15. Indemnity/Hold Harmless

In the event of any infringement of intellectual property rights related to services undertaken or products manufactured by Stuller for you, whether alleged or determined by a court of rightful jurisdiction and authority, you agree to indemnify, defend and hold Stuller harmless from any and all claims, demands, losses or expenses as a result of such actions.

16. Privacy Policy

Stuller, Inc. does not rent, sell, or share personal information about you with other people or companies except: 1) as may be required for services you've requested; 2) when we have your permission; or 3) when we believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

17. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and United States Patent and Copyright laws without regard to conflict of law principles.