

Contract for One-of-a-kind and Custom-made Jewelry Orders

In the context of this agreement, the terms “we”, “us”, “our”, "Julia Mancarella Jewelry" and "Julia Mancarella" refer to Julia Mancarella Jewelry. In the context of an agreement to make, sell and purchase, the term *One-of-a-kind* refers to: an item of jewelry that is made to the client’s specific request, design plan, timeframe, instructions and purpose. It includes all resources, including intellectual property, required to make and complete the ordered item, specifically: metals, gems, design and fit.

This agreement also covers Custom-made item(s) that do not meet the definition of one-of-a-kind item(s) as they are based on the seller's standard range. Custom-made item(s) have individual design alterations or rearranged features that create a non-standard personalized item(s). All clauses within this agreement extend to custom-made item(s) as ordered and agreed to by the client.

One-of-a-kind and custom-made items (hereafter referred to as item(s) ordered through Julia Mancarella Jewelry. (hereafter referred to as the Seller) are subject to the following conditions:

1. Quotes for any item(s) produced by the Seller are based on the cost of the required resources, including solid components, design services and time, at time of ordering.
2. Payment of a non-refundable deposit of either 50% of the finished cost, as quoted at time of order; OR the total cost of the resources required to complete the item(s) (as agreed to by both parties) is required at time of ordering.
3. Due to the time, resources and skills required to make item(s), in the event of a non-completed sale the client agrees that the non-refundable paid deposit will be used in its entirety by the Seller to recover the costs associated with the making of the client’s ordered item(s).
4. The payment of a deposit is an agreement between the Seller and the client to make and provide the item(s) as per the agreed job brief.
5. The payment of a deposit is an agreement between the client and the Seller to purchase and complete payment for the item(s) as per the agreed job brief and quoted cost(s).
6. The Seller reserves the right to adjust the final cost of the item(s) in response to market changes but agrees to limit this adjustment, if and as required, to no more than 15% of the original quoted cost.
7. The Seller agrees to consult with the client in a timely fashion should an adjustment in price be required. The client agrees to respond and provide instructions to the Seller within one week (7 days) of receiving this advice.
8. During the consultation process, the Seller agrees to faithfully record the ideas and design directives of the client, in conjunction with the Seller’s own design advice.
9. The Seller agrees to regularly consult, if and as required, with the client during the manufacturing process.
10. The client agrees to regularly consult, if and as required, with the Seller during the manufacturing process.
11. Any/all design change requests made by the client in regard to the finished item(s), will be at the client's cost, if applicable.
12. If the changes requested by the client were recorded and formed part of the original and agreed to design plan but can be shown to not be reasonably represented in the finished item(s), then the costs of these specified changes will be covered by the Seller.
13. In this context (clause 12) requested changes do not include replacement of gems and stones due to revised color preferences. All gems and stones will be selected prior to manufacture and inserted into the final item(s) in good faith, by the Seller.

14. In this context (clause 12) requested changes do not include replacement of the client's own gems that have incurred damage or breakage as a result of the resetting process and cannot be included in the final article.

15. The Seller agrees to take all reasonable care when using client-provided gems, in both set and un-set states, but does not guarantee nor insure against breakage or damage for any gems independently sourced for use in item(s).

16. In the event of a breakage or damage occurring to a client's own stones or gems, replacement stones and gems can/will be selected by the client in consultation with the Seller and final cost/s will be adjusted and agreed to, at that time, in writing.

17. The Seller agrees to use client-provided metals, however the decision to use such metals are up to the Seller's discretion. Any cost adjustments resulting from the use of the clients own resources will be discussed as part of the design consultation and agreed to, in writing and by both parties, prior to accepting and starting the manufacture process for the item(s).

18. Both parties agree in principle that the Seller is the authority on resources and designs for the item(s) and acts in good faith regarding any advice and/or technical knowledge given to the client as part of the design process.

19. The client agrees that all designs, plans, ideas and images directly associated with the making of a one-of-a-kind item by the Seller remain the intellectual property of the Seller.

20. The client agrees that all designs, plans, ideas and images associated with any item(s) made by the Seller are exclusive property of the Seller and are subject to the standard legal protection and rights as intellectual property.

21. The Seller agrees to treat the client's one-of-a-kind design as confidential and private during the manufacturing process. After delivery of the item(s), the Seller maintains rights to distribute images of the item(s), including but not limited to: print form, digital forms, such as on social media, the Seller's online platforms.

22. The terms of any/all privacy agreement/s between the Seller and the client are to be agreed to by both parties at time of ordering and on payment of the non-refundable deposit.

23. Due to the costly and labour-intensive nature of one-of-a-kind and custom-make manufacturing, the Seller reserves the right to refuse to accept, or to cease working on, any order if the terms and/or the intent of this agreement are breached in any way by the client.

24. The Seller understands their responsibilities as a trader and abides by the principles of Fair Trading.

Both parties agree that this is a fair and binding terms of sale document as discussed and agreed to at time of order.

Date: _____

Signed: _____ for Julia Mancarella Jewelry

Please print name: _____

Date: _____

Signed: _____ for the client

Please print name: _____