

Xing Li 幸李紀念鑽石訂單			
客戶資料			
姓名		電子信箱	
地址			
聯絡電話			
為誰訂製			
心愛的人	<input type="checkbox"/> 寵物	<input type="checkbox"/> 婚禮	<input type="checkbox"/> 其他
碳來源	<input type="checkbox"/> 頭髮/毛髮	<input type="checkbox"/> 骨灰	
鑽石資訊			
顏色			
克拉	<input type="checkbox"/> 0.10ct (0.10ct – 0.15ct)	<input type="checkbox"/> 0.20ct (0.16ct – 0.25ct)	<input type="checkbox"/> 0.30ct (0.26ct – 0.35ct)
	<input type="checkbox"/> 0.40ct (0.36ct – 0.45ct)	<input type="checkbox"/> 0.50ct (0.46ct – 0.55ct)	<input type="checkbox"/> 0.60ct (0.56ct – 0.65ct)
	<input type="checkbox"/> 0.70ct (0.66ct – 0.75ct)	<input type="checkbox"/> 0.80ct (0.76ct – 0.85ct)	<input type="checkbox"/> 0.90ct (0.86ct – 0.95ct)
	<input type="checkbox"/> 1.00ct (0.96ct – 1.24ct)		
證書	<input type="checkbox"/> IGI (NT 7500)	<input type="checkbox"/> GIA (NT 11000)	<input type="checkbox"/> 雷射刻字(12字內)
訂單總匯			
款式金額			
證書金額			
定金(總金額50%)			
尾款		總金額	
附註			

☐我已閱讀並且願意遵守訂購條款的所有內容

	客戶	幸李
簽名		
日期		

幸李紀念鑽石服務條款

本條款由「幸李」（以下簡稱「賣方」）與隨附訂購表所列公司或個人（以下簡稱「買方」），各為「締約方」。本條款僅受本訂單及訂購表之規範。買方簽署訂購表即表示完全理解並同意本條款。

第一條 | 服務與過程

1. 買方提供之碳源樣本（毛髮或骨灰）將運送至賣方實驗室精鍊製成紀念鑽石，買方授權賣方及合作夥伴進行運輸及使用。超出製作所需的碳源將不予退還。
2. 鑽石預計於首款結算日起 **11 個月內完成**，若有額外服務可能延長 2 個月。時間為預估，受訂單排程、鑽石顏色尺寸及技術因素影響。
3. 每件產品皆附認證書以確認碳源及鑽石 4C，如需其他國際認證，買方須支付額外費用，交付時間亦可能延長。
4. 賣方可與買方協議提供其他形狀與大小，另行書面確認並適用本條款。

第二條 | 樣本

1. 買方須提供封裝良好的毛髮或骨灰樣本寄至賣方指定地址。
2. 買方保證樣本為合法所有，與第三方無糾紛，若發生爭議導致賣方損失，買方須負擔相關賠償。
3. 買方理解樣本於製作過程中將失去原結構且無法回復，解約時賣方無法保證完整退還樣本。
4. 買方同意樣本將用於分析、提取微量元素及備用存儲等內部程序。

第三條 | 付款

1. 在寄送材料前，買方須支付 NT\$2,000 作為 **不可退還的定金**，將於最終費用中扣除。
2. 賣方確認收到樣本後 7 日內，買方須支付總金額 50% 作為首款，首款不予退還，支付後不得修改訂單內容。
3. 製作完成後，賣方會提供產品圖片供買方確認，尾款須於 7 日內支付，尾款未支付前不安排交付。
4. 若買方逾期付款，賣方可每日加收訂單總額 1% 違約金（至法定上限），逾期超過 30 日，賣方有權取消訂單且不退回已付款項。

第四條 | 交付驗收

1. 買方理解以下條件並同意：
 - 生產過程需高溫高壓，類似天然鑽石生成環境；
 - 每顆鑽石因樣本不同可能含微量夾雜物；
 - 淨度可能與期望不同；

- 若指定顏色，可能經溫壓退火調色；
- 製程中會使用多種碳材料輔助，產品可能含催化劑微量元素；
- 賣方會盡力達成最佳品質，如需減重以提升品質，雙方會另行協調；
- 生產過程損耗風險雖低，但買方同意承擔相關風險；
- 每顆產品皆獨特，可能出現：
 - 切工：EX 至 F
 - 淨度：VVS 至 I
 - 顏色：暖陽黃、冰雪晶（D-Z）、碧海藍（Faint-Fancy Deep）
- 實際克拉數可能大於或小於訂購範圍，若不足則按比例退款，多出則不加價收取。
- 結清尾款前產品為賣方所有，重量以幸李認證書為準，賣方不對第三方服務（運輸、刻字、鑲嵌）造成之重量損失負責。

第五條 | 運輸損耗

1. 買方自行負責樣本寄送過程中損失風險，建議使用安全快遞。
2. 成品由幸李親自或以安全快遞寄送，運送過程中因第三方造成損失由第三方負責。若產品在寄送途中遺失，賣方同意重新製作或全額退款。

第六條 | 生產損耗

1. 若因技術問題導致產品無法生產且無法以原樣本重製，買方可補件或選擇全額退款，退款後視為完整賠償，賣方無需承擔其他損失。
2. 若樣本碳含量不足，買方須提供額外樣本或選擇退款，退款後視為完整賠償。

第七條 | 擔保

1. 賣方保證依合格流程製作，對於產品交付後之遺失、誤用或損壞（含高溫接觸造成破裂）不負責。
2. 天然內含物不視為瑕疵。
3. 若製作珠寶，需告知珠寶師戒指無法直接接觸火焰。
4. 買方應確認戒圍尺寸，賣方不負尺寸錯誤責任。
5. 本條款不構成產品結果保證，賣方僅承諾採取合理措施完成產品特徵。

第八條 | 延遲交付

因天災、疫情、海關、戰亂或不可抗力延遲交付時，履行時間將合理延後。若因買方提供資訊錯誤或延遲付款導致交付延遲，交期將相對延後。

第九條 | 責任限制

賣方對買方因任何原因產生之賠償責任以買方於訂單中實際支付金額為上限。

第十條 | 契約終止

若買方逾期付款超過 30 日，賣方有權終止訂單且不退回已支付款項。

第十一條 | 價格、稅費與運費

1. 訂單金額以新台幣計價，含稅但不含運費及進口稅。
2. 海外訂單可能產生進口稅或關稅由買方自行承擔。
3. 價格如有異動，以最新報價為準。

第十二條 | 適用法律

本條款適用 中華民國（台灣）法律及法院管轄。

第十三條 | 通知

通知應以書面方式（含電子郵件、掛號信）寄送至訂購表所列地址或常用聯絡信箱即視為送達。

第十四條 | 條款效力

若條款部分無效，其餘條款依然有效，並不影響本條款之完整性。

第十五條 | 優先順序

本條款與訂購表構成完整協議，除非雙方書面同意，否則不得更改。

第十六條 | 無第三方權利

本條款不授予任何第三方受益權。

第十七條 | 完整協議

本協議為雙方關於紀念鑽石訂製服務的完整理解與同意，取代所有先前的書面及口頭協議，雙方及其繼承人皆受約束。

Xing Li Memorial Diamond Terms of Service

These Terms of Service ("Terms") are entered into by and between Xingli ("Seller") and the company or individual listed on the accompanying order form ("Buyer"), each a "Party" and collectively the "Parties." These Terms are governed solely by this order and the accompanying order form. By signing the order form, the Buyer confirms full understanding and agreement to these Terms.

Article 1 | Services and Process

1. The carbon source sample (hair or ashes) provided by the Buyer will be transported to the Seller's laboratory for refinement and creation into a memorial diamond. The Buyer authorizes the Seller and its partners to transport and use the sample. Any carbon source exceeding the required amount will not be returned.
2. The diamond is estimated to be completed within 11 months from the date the initial payment is settled. If additional services are requested, an extension of up to 2 months may occur. This timeframe is an estimate and may vary due to order scheduling, diamond color, size, and technical factors.
3. Each product will include a certificate confirming the carbon source and the diamond's 4Cs. If additional international certification is required, the Buyer shall bear the extra costs, and the delivery timeline may be extended.
4. The Seller may, upon agreement with the Buyer, provide diamonds of other shapes and sizes, which shall be confirmed in writing and governed by these Terms.

Article 2 | Samples

1. The Buyer must provide well-packaged hair or ash samples to be sent to the Seller's designated address.
2. The Buyer guarantees legal ownership of the samples without disputes from third parties. Should disputes arise causing losses to the Seller, the Buyer shall compensate accordingly.
3. The Buyer understands that the samples will lose their original structure and cannot be restored during the production process. In case of contract termination, the Seller cannot guarantee the complete return of the samples.
4. The Buyer agrees that the samples will be used for analysis, microelement extraction, and internal backup storage procedures.

Article 3 | Payment

1. Before sending the samples, the Buyer shall pay a non-refundable deposit of NT\$2,000, which will be deducted from the final payment.
2. Within 7 days after the Seller confirms receipt of the samples, the Buyer shall pay 50% of the total amount as the initial payment, which is non-refundable. Once paid, the order content cannot be modified.
3. After production is completed, the Seller will provide product photos for the Buyer's confirmation. The final payment must be settled within 7 days. Delivery will not be arranged until the final payment is made.

4. If the Buyer delays payment, the Seller may charge a penalty of 1% of the total order amount per day (up to the statutory limit). If the payment is delayed for more than 30 days, the Seller has the right to cancel the order without refunding any amounts already paid.

Article 4 | Delivery and Acceptance

1. The Buyer acknowledges and agrees to the following conditions:
 - The production process requires high temperature and high pressure, similar to the natural diamond formation environment;
 - Each diamond may contain trace inclusions due to sample differences;
 - Clarity may differ from expectations;
 - If a specific color is requested, it may undergo heat treatment for color adjustment;
 - Various carbon materials and catalysts may be used, and trace elements may be present in the product;
 - The Seller will strive to achieve the best quality. If weight reduction is needed to improve quality, both Parties will coordinate separately;
 - Although the risk of loss during production is low, the Buyer agrees to bear the related risk;
 - Each product is unique and may exhibit:
 - Cut: EX to F
 - Clarity: VVS to I
 - Color: Warm Yellow, Ice White (D-Z), Ocean Blue (Faint–Fancy Deep)
 - The actual carat weight may be greater or less than the ordered range. If the weight is less, a proportional refund will be provided; if greater, no additional charge will apply.
 - The product remains the property of the Seller until the final payment is settled. Weight is based on the Xingli certificate. The Seller is not responsible for weight loss caused by third-party services (shipping, engraving, setting).

Article 5 | Shipping Risks

1. The Buyer is responsible for any loss risk during the shipment of samples and is advised to use secure courier services.
2. The finished product will be delivered by Xingli in person or via secure courier. Any loss during shipping caused by third parties shall be the responsibility of the third party. If the product is lost during transit, the Seller agrees to remake the product or issue a full refund.

Article 6 | Production Losses

1. If technical issues prevent production and the original sample cannot be reused, the Buyer may provide a replacement sample or opt for a full refund. Upon refund, it shall be deemed full compensation, and the Seller shall bear no further liability.

2. If the sample's carbon content is insufficient, the Buyer shall provide additional samples or opt for a refund, which shall be deemed full compensation.

Article 7 | Warranties

1. The Seller guarantees production in accordance with qualified processes and shall not be liable for loss, misuse, or damage (including cracking due to high-temperature exposure) after delivery.
2. Natural inclusions are not considered defects.
3. If jewelry is produced, the Buyer shall inform the jeweler that rings cannot be exposed directly to flame.
4. The Buyer is responsible for confirming ring sizes, and the Seller is not liable for size discrepancies.
5. These Terms do not constitute a guarantee of specific product outcomes. The Seller only commits to taking reasonable measures to complete the product with the intended characteristics.

Article 8 | Delayed Delivery

If delivery is delayed due to natural disasters, pandemics, customs, war, or force majeure, the performance period will be reasonably extended. If delays are caused by incorrect information provided by the Buyer or late payment, the delivery time will be extended accordingly.

Article 9 | Limitation of Liability

The Seller's liability for any compensation to the Buyer for any reason shall not exceed the actual amount paid by the Buyer in the order.

Article 10 | Termination

If the Buyer delays payment for more than 30 days, the Seller has the right to terminate the order without refunding any amounts already paid.

Article 11 | Pricing, Taxes, and Shipping Fees

1. Order amounts are priced in New Taiwan Dollars (NTD), inclusive of tax but exclusive of shipping fees and import duties.
2. Import taxes or customs duties for overseas orders shall be borne by the Buyer.
3. In case of price changes, the latest quotation shall prevail.

Article 12 | Governing Law

These Terms shall be governed by the laws and jurisdiction of the Republic of China (Taiwan).

Article 13 | Notices

Notices shall be sent in writing (including email or registered mail) to the address or primary contact email listed in the order form and shall be deemed delivered upon dispatch.

Article 14 | Validity of Terms

If any part of these Terms is deemed invalid, the remaining provisions shall remain in full force and effect without affecting the integrity of these Terms.

Article 15 | Order of Precedence

These Terms and the order form constitute the complete agreement. No modifications shall be made unless mutually agreed upon in writing by both Parties.

Article 16 | No Third-Party Rights

These Terms do not confer any rights to third parties.

Article 17 | Entire Agreement

This agreement represents the full understanding and agreement between the Parties regarding the custom memorial diamond services, superseding all prior written and oral agreements and shall bind both Parties and their successors.