



## CLIENT KYC FORM

COMPANY DETAILS	
Company Name :	
Organization Type	(Eg.Partner,Private,etc)
Address :	
City :	State : ZIP Code :
Country :	Year Of Estd./Foundation :
Tel No.: 1. + -	2. + - Fax : + -
E-mail :	
Website :	
CONTACT INFORMATION (Owner/Partner's/Director's)	
Title :	Name :
Mob : +	E-mail :
Title :	Name :
Mob : +	E-mail :
CONTACT INFORMATION (Representative)	
Title :	Name :
Mob : +	E-mail :
Title :	Name :
Mob : +	E-mail :
COMPANY INFORMATION	
Nature Of Business :	(Eg. Mfg, Trade,etc)
Business Registration No. :	
Business Tax Id/Pan Id :	
JBT ID :	
Other Reg. (Name) :	ID :
Other Reg. (Name) :	ID :
BANK INFORMATION	
Bank Name :	
Account No. :	Swift Code :
Address :	
NAME OF CONTACT INFORMATION OF REFERENCES	
1.	
2.	
3.	
4.	
5.	

I/We hereby confirm that above mention details are true and correct and will update you on any changes to above details.

Name : Designation :

Date : Sign & Stamp :



## PATRIOT ACT AML COMPLIANCE

The United States PATRIOT Act, the Bank Secrecy Act, and related regulations impose certain requirements and restrictions on Shashvat Diamonds Inc. and other dealers in precious stones, metals, and jewels, to prevent Shashvat Diamonds Inc. from being used to facilitate money laundering & the financing of terrorist activities. In order to complete our compliance obligation under our Anti-Money Laundering Program and Policies, we are required to acquire certain identification information for all our customers, suppliers, and other business partners.

Customer Name : \_\_\_\_\_

Name of AML Compliance Officer : \_\_\_\_\_

Website (if any) : \_\_\_\_\_

Tax Identification Number : \_\_\_\_\_

Note : U.S. entities shall provide their tax identification number. Non U.S. entities shall provide their country of origin and identification number issued by that country.

Resale Certificate Number (if any) : \_\_\_\_\_

### CERTIFICATION BY CUSTOMER AML COMPLIANCE OFFICER

On behalf of \_\_\_\_\_ (Customer Name),

I hereby certify that our company has implemented an Anti-Money Laundering program and are in Compliance with the regulations under the USA Patriot Act.

Signature of Customer Compliance Officer:

Date:



## OF CONTINUING CREDIT/SALE ON APPROVAL AGREEMENT

This Continuing Credit/Sale on Approval Agreement (the Agreement) by and between Shashvat Diamonds Inc. ("SDI"), an New York corporation and its Affiliates, located at 1200 Avenues of Americas, Suite 4B, New York, NY, USA-10036, & the customer identified below (the Customer) which desires to acquire Product(s) from Shashvat Diamonds Inc., on credit & or on sale on approval, as more fully described in certain invoice(s) or memorandum(s), each of which are incorporated by reference herein ("Products").

IN CONSIDERATION of the covenants and agreements set forth herein, the providing of Products to Customer on sale on approval, the extending of credit & other accommodations by Shashvat Diamonds Inc. to Customer, & other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shashvat Diamonds Inc. and Customer agree as follows:

**1. IMPORTANT CONTRACTUAL INFORMATION.** THE AGREEMENT'S TERMS & CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER TO Shashvat Diamonds Inc. AT ANY TIME ARE CONSIDERED MATERIAL ALTERATIONS; AND NOTICE OF OBJECTION THERETO IS HEREBY GIVEN. BY ACCEPTING DELIVERY OF THE PRODUCTS IDENTIFIED IN INVOICE(S), MEMORANDUM(S), OR OTHER DOCUMENTATION FROM Shashvat Diamonds Inc. (DESCRIBED HEREIN INDIVIDUALLY AS "INVOICE" AND COLLECTIVELY AS "INVOICES"), CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.

**2. Complete Contract.** The Agreement contains the entire understanding of the parties with respect to the matters referred to herein. The Agreement may not be modified unless agreed to and approved by Shashvat Diamonds Inc. in writing.

**3. Products.** Shashvat Diamonds Inc will provide Products on sale on approval to Customer and will bill Customer therefore and Customer shall pay Shashvat Diamonds Inc. in accordance with Section 5 hereof.

**4. Prices and Taxes.** Shashvat Diamonds Inc. reserves the right to adjust pricing unless otherwise provided in the Invoices. All prices are exclusive of any sales, use, revenue, excise, value added, turnover, or similar tax and duties.

**5. Payment.** Each Invoice shall be due and payable NET THIRTY (30) DAYS FROM INVOICE DATE. Customer agrees to pay a charge on the amount past due at the rate of 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. If not paid accordingly, any discount provided by Shashvat Diamonds Inc. to Customer as reflected on the Invoice is deemed void & Customer shall pay to Shashvat Diamonds Inc. the full list price for the Products. Customer agrees to pay all of Shashvat Diamonds Inc.'s costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees, incurred by Shashvat Diamonds Inc. to collect payment and interest charges or to otherwise enforce the terms of this Agreement. Shashvat Diamonds Inc. may suspend Customer's account and may require full or partial payment prior to any shipment if Customer is delinquent, and/or terminate this Agreement.

**6. Risk of Loss.** Customer shall be responsible for all loss & damage to Products while in Customer's possession. If Customer returns any Products to Shashvat Diamonds Inc. pursuant to Section 10 of this Agreement, Customer shall be liable for all loss and damage to the Products until the Products are received and opened by Shashvat Diamonds Inc. Customer remains liable for all loss & damage to Products returned by Customer to Shashvat Diamonds Inc. without prior written return authorization by Shashvat Diamonds Inc. & without the inclusion of a packing list itemizing the Products returned as provided in Section 10. Customer must advise Shashvat Diamonds Inc. of any cyber security issues with and/or breaches to Customer's system and shall indemnify Shashvat Diamonds Inc. from any loss or damage related thereto

**7. Title of Goods.** Consistent with practice in Shashvat Diamonds Inc.'s Industry, Shashvat Diamonds Inc. is relying on the sale of Products to Customer under this Agreement on sale and approval. Title to the Products shall not vest in Customer until Customer has paid for the Products.

**8. Delivery.** Shipping dates are approximate and not guaranteed by Shashvat Diamonds Inc. will only ship Products to Customer's business address and for delivery only during regular business hours. If, at request of Customer, Products are delivered to an address other than Customer's regular business address or not during regular business hours, Customer shall bear the risk of loss or damage to those Products after shipment by Shashvat Diamonds Inc

**9. Returned Goods.** Regardless of the form of transaction, no products may be returned by Customer to Shashvat Diamonds Inc. without prior written approval by Shashvat Diamonds Inc. Customer must make a written request for approval and obtain a written return authorization from Shashvat Diamonds Inc., before returning any Products to Shashvat Diamonds Inc. CUSTOMER MUST INCLUDE IN EACH RETURNED PACKAGE A COPY OF THE WRITTEN RETURN AUTHORIZATION AND A PACKING LIST ITEMIZING EACH PRODUCT CONTAINED IN THE RETURNED PACKAGE. OMD's receipt of Products sent by Customer to Shashvat Diamonds Inc., including, but not limited to, signature for packages sent by FedEx, Brinks, UPS, or other carrier is not an acceptance of a return unless Customer received prior written authorization from Shashvat Diamonds Inc. to return the Products. Customer is responsible for all shipping expenses for returned Products. Products identified on the Invoice as "Special Order" may not be returned and are deemed accepted upon delivery. If a return is authorized by Shashvat Diamonds Inc pursuant to this Section 10, and there turned Products are received by Shashvat Diamonds Inc. over thirty (30) days from the Invoice date, the return will be subject to a twenty percent(20%) restocking fee

Company Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_



**10. Claims.** Within twenty-four (24) hours after Customer's receipt of Products, Customer shall give written notice to Shashvat Diamonds Inc. of any claim based upon the condition, quality, or grade of such Products, of any claimed nonconformance, or any Products identified on the packing slip accompanying the Products that were not received by Customer. Failure to so notify Shashvat Diamonds Inc. shall be deemed that the Products are conforming and received in good condition.

**11. Storage of Products.** Customer shall keep all Products in a well secured safe and take all reasonable steps to prevent loss of goods, including, but not limited to the installation of an alarm system and CCTV camera surveillance.

**12. Governing Law.** This Agreement shall be governed by the laws of the State of New York including the New York Uniform Commercial Code, without regard to conflicts of laws rules. The United Nations Contract on the International Sale of Goods shall not apply to this Agreement.

**13. Term and Termination.** This Agreement shall continue until terminated pursuant to its terms. In the event of a material breach by one party the other party shall, other than nonpayment, give the party in breach written notice describing the breach in detail. If such breach or default is not fully remedied within thirty (30) days after the date of such notice, the notifying party shall be entitled to, in addition to all other remedies available to such party, terminate this Agreement by a written notice to the breaching or defaulting party.

**14. Warranties. Shashvat Diamonds Inc.** warrants the shape and weight of the Products purchased by Customer from Shashvat Diamonds Inc., but makes no other representations and warranties, including but not limited to warranties related to the clarity or color of the Products. Customer acknowledges that Shashvat Diamonds Inc.'s pricing of Products is based on grading reports for the Products prepared by third-party agencies and that grading may vary throughout the industry and among such third parties. Shashvat Diamonds Inc. will provide Customer with the original grading reports for Products only after Shashvat Diamonds Inc. has received payment in full. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE & MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Shashvat Diamonds Inc. DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH PRODUCTS IT SELLS.

**15. Limitation of Liability.** The entire liability of Shashvat Diamonds Inc. for damages from any cause whatsoever will not exceed the net purchase prices of any such Product giving rise to the claim, or to the repair or replacement of such Product. Shashvat Diamonds Inc. or its suppliers will under no circumstances be liable for any special, incidental, indirect, consequential, punitive damages, including, but not limited to back charges, labor costs, costs of removal, testing or installation, loss of efficiency, lost profits or any other revenues, loss of the use of the Product or any related or associated Product, damage to associated products, lateness or delay in delivery, downtime, or claims from Customer's customers or other parties.

**16. Ethical and Legal Compliance.** Customer shall comply with ethical business practice common to the industry in which it is engaged & the place(s) where it conducts business & all applicable laws, ordinances and regulations, including, without limitation those relating to Patriot Act, Bank Secrecy Act, Foreign Corrupt Practices, Export Administration Regulations and generally related to the conduct of its business and shall protect, indemnify, defend and hold Shashvat Diamonds Inc., its officers, directors, employees, and agents, and those of its affiliates harmless from any and all claims, fines, penalties or other consequences of Customer's noncompliance with any of the foregoing.

**17. Assignment.** This Agreement shall bind the parties and the irrespective successors and assigns. Customer shall not have the right to assign this Agreement without the prior written consent of Shashvat Diamonds Inc., which shall not unreasonably withheld or delayed.

**18. Waiver of Trial by Jury.** Shashvat Diamonds Inc. and Customer waive any and all rights of a trial by jury in connection with any Dispute.

**19. Notices.** Any and all notices or communications required or desired to be given in connection with the Agreement shall be in writing and will be deemed effective upon delivery. If sent by registered or certified mail, postage prepaid, return receipt requested delivery will be presumed on the seventh (7th) day after mailing, or if sent by recognized overnight courier delivery will be presumed on the second (2nd) day after delivery to such carrier and in any case addressed, if to Shashvat Diamonds Inc., at the address stated above and if to Customer, at the address stated in the Acknowledgment. Either party may designate another address by a notice

**21. Acknowledgement.** CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT & BY SIGNING BELOW AGREES TO BE BOUND THEREBY.

Company Name : \_\_\_\_\_ Shashvat Diamonds Inc.,

Signature : \_\_\_\_\_ By : \_\_\_\_\_

Name : \_\_\_\_\_ Title : \_\_\_\_\_

Title : \_\_\_\_\_ Dated : \_\_\_\_\_

Address : \_\_\_\_\_



## GUARANTY

This Guaranty ("Guaranty") is made as of the date set forth below, between Shashvat Diamonds Inc., an New York corporation, and the undersigned party signing this Agreement as "Guarantor". As a condition to Shashvat Diamonds Inc. entering into the Continuing Credit Agreement (the "Agreement") with the Customer identified below, Shashvat Diamonds Inc. is requiring Guarantor to guarantee Customer's obligations to Shashvat Diamonds Inc. and is relying there on. NOW, THEREFORE, as a material inducement to Shashvat Diamonds Inc.'s agreement to enter into the Agreement, & to extend credit and other accommodations to & or/sell goods to Customer, Guarantor hereby irrevocably and unconditionally guarantees to Shashvat Diamonds Inc. the prompt, full & complete performance of all of the obligations of Customer under the Agreement as and when due. If Customer at any time fails to make any payment due to Shashvat Diamonds Inc. when due, or fails to perform or comply with any covenant, condition or term of the Agreement, Guarantor will, upon written notice from Shashvat Diamonds Inc. & without further demand, pay, perform or comply with the same in the same manner and to the same extent as is required of Customer.

Customer Name : \_\_\_\_\_

Guarantor's Signature : \_\_\_\_\_

Print Name : \_\_\_\_\_

GuarantorAddress : \_\_\_\_\_

Date : \_\_\_\_\_