

We Can Do Jewelry & Repair LLC., Cover Letter

At We Can Do Jewelry & Repair, our master bench jeweler, Galo Cando can perform all and any kind of jewelry repairs. With 30 plus years of work experience, Galo can restore old jewelry pieces back to new using high quality products and in a timely manner. At We Can Do, we respect and value the time of our customers, and their urgency of receiving high level jewelry repair services. At We Can Do, we offer a variety of services: from cleaning & polishing jewelry pieces, diamond setting, soldering, custom designing, and more. Please, review some pictures of the work we have provided, view the different services we provide, and its specified fees. We look forward to excel in delivering your jewelry needs and then adding your experience to our list of satisfied clienteles.

Memo:

Galo Cando has worked in the Diamond District in New York City on 42nd St, and has progressively worked at Novell Enterprise Co. in Linden NJ, and then leading him to working in Naples Florida for Provident Jewelry & Jared Jewelers in Fort Myers. Confidently, Galo and his family have managed to open up their very own family business that can provide and demonstrate Galo's expertise and professionalism to create and/or bring jewelry pieces back to splendor masterpieces.

References Available Upon Request

We Can Do Jewelry & Repair LLC's Custom Jewelry & Jewelry Order's Terms of Purchase

When purchasing a jewelry order, or requesting a custom design jewelry order, by making a 50% non-refundable deposit, or by signing, and/or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you ("Client" or "You") agree to be provided with your requested jewelry products or custom design order by Johana Cando or Jonathan Cando, owners of We Can Do Jewelry & Repair LLC (the "Company"), and you are entering into a legally binding agreement with the Company, subject to the following Terms of Purchase:

1. GENERAL TERMS.

- a. The Jeweler will provide jewelry services for a custom design jewelry piece (the Jewelry) for Client.
- b. Client agrees to pay Jeweler a 50% non-refundable deposit to begin the design process or jewelry order. This deposit will be applied towards the full price of the Jewelry.
- c. The Jeweler will provide initial designs and options of jewelry pieces to order, along with a full price quote via email and/or text. This quote will be valid for fourteen (14) days as metal prices may vary. The Client will have the opportunity to offer feedback during the initial consultation and the Jeweler may provide up to two (2) revisions. Keep in mind, for custom design orders and jewelry orders, work will not start within the first 14 days of getting quoted; so that the 2x revisions can be considered to the final product price. Also, remember that after the 14 days, when either work order has started, the Client will be responsible for any additional upcharges that are subject to a custom design revision or change in jewelry order.
- d. Within fourteen (14) days Client will approve of the jewelry order, or final design, and time of delivery, and payment schedule in writing via email and/or text.
- e. Should Client decline to proceed with the Jewelry, the 50% non-refundable deposit may be applied towards another product or service within the first fourteen (14) days of getting a quote. Otherwise, after fourteen (14) days, the 50% deposit will not be refundable.

2. PAYMENT TERMS.

- a. Once the final quote has been accepted, fifty percent (50%) of the remaining payment will be due as the first installment. Sales and other taxes may be included.
- b. Client acknowledges that rush fees may be applied under certain circumstances.
- c. Client agrees to make all payments according to the payment schedule as outlined via email or text. Be aware that taxes and fees vary depending if the payment method is via debit/credit card or cash. Even if the process is delayed due to non-communication or lack of Client feedback, Client agrees to make all payments on time.
- d. Final payment is due no more than six (6) months after the first installment has been made. If final payment is not made on time, the Jeweler reserves the right to stop work on the Jewelry, and/or keep the ordered jewelry piece, and it will not be

completed or delivered until payment is made in full. After the six (6) months following the written notice, if there has been no response, then the Provider will keep both the 50% non-refundable deposit, and the ordered jewelry piece after zero (0) days.

- e. Client acknowledges custom design jewelry is unique and Your Jewelry may appear differently than expected. No refunds or returns are permitted on custom jewelry pieces.
3. CUSTOM DESIGN & JEWELRY ORDER: CLIENT PROVIDED STONES.
- a. It is the Client's responsibility to provide proper sizing. The Jeweler may send sizing instructions on request.
 - b. If Jeweler requires Client feedback on design and Client is delayed in providing said feedback, the Jeweler reserves the right to revise delivery schedule.
 - c. Client provided gemstones may be accepted at Jeweler's discretion. If You would like to use a pre-owned or already purchased stone, the Jeweler will approve on a case-by-case basis and this will be determined during the design process.
 - d. Should Client mail in (at Client's cost and complete liability for any loss or damage through shipping) or hand deliver a gemstone or a piece of jewelry containing a gemstone to be used, the Client acknowledges that there is reasonable risk involved in removing stones from mountings and resetting stones. The Jeweler will assess any risk regarding Your stone and advise You on any foreseeable issues before moving forward with stone resetting.
 - e. By providing consent for the Jeweler to reset a pre-existing gemstone or refine any metal, the Client releases the Jeweler from any claims of damage or liability that may be incurred throughout the process, including damage by third-parties, and holds harmless the Jeweler against any stone damage due to stone flaws or existing stone cracks, chipping, flaws, or inclusions that may be discovered.
 - f. Should the Parties agree that the Jeweler will refine gold or other metal pieces, the Client acknowledges that no cash value will be given to the Client and any value of said metals must be used towards other products or services provided by the Jeweler.
4. DELIVERY AND PICKUP.
- a. For Delivery: The Client is responsible to provide a shipping label (including insurance) to the Jeweler when it cannot be delivered locally. The Jeweler will ship the final product to Client's home upon request and a signature may be required. The Jewelry will be valued at the price paid and insured for its full value. In the event the Jewelry is damaged upon delivery or goes missing, Client should notify the Jeweler within forty-eight (48) hours of delivery (or expected delivery) and the Company will work with Client to fix or replace the Jewelry.
 - b. For Pickup: In store pickup is available at We Can Do Jewelry & Repair LLC 5409 Berryman Street, Lehigh Acres, FL 33971. Please schedule an appointment time for pickup.
5. WARRANTY. The Services to be performed hereunder are jewelry repair services. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that

that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

6. INDEMNIFICATION. Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses and costs, including attorney’s fees and court costs, arising out of the Indemnifying Party’s (i) [gross] negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. The Indemnifying Party’s liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.
7. INSURANCE. The Jeweler will NOT provide appraisal of Jewelry pieces. The Client acknowledges and understands that insurance for the Jewelry is the Client’s responsibility and should be obtained as soon as possible to insure against theft, loss, or damage.
8. INTELLECTUAL PROPERTY RIGHTS. In respect of the design and Company branding specifically created for the Client as part of this Agreement, the Jeweler maintains all of the copyright, and other intellectual property rights used or subsisting in the Jewelry. The Jeweler reserves the right to take photographs of the design and final product and Client agrees these pictures may be used for promotion, display, advertisement, internet use, or publication, unless this permission is revoked by the Client.
9. NON-SOLICITATION. During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other’s employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.
10. RELATIONSHIP OF THE PARTIES. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party’s employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
11. DISCLAIMERS & RELEASE OF CLAIMS. By purchasing or otherwise utilizing the Jewelry, the Client acknowledges that the Jeweler is not responsible for any adverse

effects or consequences that may result, either directly or indirectly, from any Jewelry purchased. Due to the nature of jewelry design, the Jeweler cannot guarantee that the appearance of the Jewelry will be exactly as imagined or shown through designs. Imperfections or variations may occur naturally. These characteristics are not to be viewed as damages or defects. In no event will the Jeweler or the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages. You hereby release the Jeweler and the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

12. **FORCE MAJEURE.** In the event that any cause beyond the reasonable control of either Party, including without limitation acts of nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, country travel advisories, a pandemic as defined by the World Health Organization, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
13. **GOOD FAITH.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
14. **LIMITATION OF LIABILITY.** YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE JEWELRY. ADDITIONALLY, WE CAN DO JEWELRY & REPAIR LLC IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF WE CAN DO JEWELRY & REPAIR LLC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WE CAN DO JEWELRY & REPAIR LLC CUMULATIVE LIABILITY TO YOU EXCEED \$100.
15. **GOVERNING LAW AND VENUE.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Florida, Lee

County. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

16. ATTORNEY'S FEES. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
17. COLLECTION EXPENSES. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Customer agrees to reimburse Service Provider for all such costs, expenses and fees.
18. ASSIGNMENTS; NO THIRD-PARTY BENEFICIARIES. Neither Party may assign this Agreement, either in whole or part, without the express written consent of the other Party. Any assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement.
19. SEVERABILITY. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
20. SURVIVAL. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
21. RIGHTS CUMULATIVE. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
23. AUTHORIZED SIGNATORIES. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.
24. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:
25. WAIVER. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
26. ENTIRE AGREEMENT; MODIFICATION. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or

otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CUSTOMER

By: _____
Name: [insert signer's name]
Title: [insert signer's title]
Date: [insert date]

SERVICE PROVIDER

By: _____
Name: [insert signer's name]
Title: [insert signer's title]
Date: [insert date]