



*Eternal Ware® LLC*

(651) 330-7788

- Order form -

Internal use only:

Customer Acct # \_\_\_\_\_  
 Date order received \_\_\_\_\_  
 Received by \_\_\_\_\_  
 Date ashes received \_\_\_\_\_  
 Received by \_\_\_\_\_

Name (last, first) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

check if this is also shipping address

Phone \_\_\_\_\_

Email \_\_\_\_\_

Zip Code \_\_\_\_\_

Memorial for:      pet      human

Name, date of birth and/or death for inscription (optional):

\_\_\_\_\_

Crematory name, or other contact: \_\_\_\_\_

**MEMORIAL OPTIONS/PRICING:**

QTY	POTTER	GALLERY ITEM AND SIZE	PRICE

Additional Information

Date ashes shipped to potter: \_\_\_\_\_  
 Date memorial shipped to customer: \_\_\_\_\_

**SUBTOTAL** \_\_\_\_\_

**\*TAX \$** \_\_\_\_\_

**TOTAL** \_\_\_\_\_

\* FL state tax will apply to every purchase

**PAYMENT INFORMATION – pre-payment in full is required. Shipping is included in your order and will be direct from potter.**

Personal check # \_\_\_\_\_

Name \_\_\_\_\_

Billing address ( check here if same as above)

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Customer

signature \_\_\_\_\_ Date \_\_\_\_\_

**By signing or checking here**

**I agree to the ordering terms and conditions.**

# ORDERING TERMS AND CONDITIONS

By signing this purchase order, I hereby agree to the following terms and conditions:

1. The order form indicates my obligation to purchase an Eternal Ware (EW) memorial item as listed on the form. The full purchase price, including any applicable sales tax, is due and payable at the time this order and the ashes of my loved one are received by EW.
2. I understand and acknowledge that in order to create an EW memorial, it is necessary to use cremated remains of my loved one. The cremated remains necessary for my EW product are processed individually for my custom creation, and are treated by EW with the utmost care and security. I hereby authorize EW to use the cremated remains collected from me for this purpose. I further understand and agree that any remains that are not necessary in the creation of my memorial may need to be returned to me. I represent and warrant to EW that I am authorized to grant such authority without the consent of any other person.
3. While the process of unifying cremated remains with clay is normally successful, there can be no guarantee that it will be successful in every case. Each product is substantially as advertised, but may have variation. During the unification phase, and during the firing and glazing process, there may be unexpected results which may not be in complete accordance with my specific desires for my EW memorial. In such cases, I assume all risks to me and my family members and/or friends of the deceased in connection with this order.
4. I agree to indemnify EW, its representatives, business associates and suppliers, and hold them harmless from any and against any loss, cost, damage, claim, liability or expense, including reasonable attorney's fees that they may incur by reason of any breach of my representation and warranty in #2 above or the risks specified in #3 above.
5. In the event that an EW memorial is not successfully created for any reason, I agree that EW's liability will be restricted to a refund of the purchase price stated on this order, and the return of any cremains still in the possession of EW. Such refund will not include the cremation of the deceased or the purchase price of other products or services ordered from EW or its affiliated retail business, funeral home and crematory partners. Except for such refund, EW shall have no liability to me or any third party relating to or arising out of this purchase order for any damages, whether direct, indirect, special, incidental, consequential or otherwise.
6. This purchase order shall be governed by the laws of the State of Florida.
7. This purchase order is the complete agreement of EW with respect to the EW memorial, and no other prior or contemporaneous agreements, correspondences, negotiations, conversations, courses of dealing, usages of trade or courses of conduct shall in any way bind EW or affect the interpretation or construction of this purchase order.
8. Any change to the as advertised version of this order that I have agreed to and is in place can only be provided with written approval by EW.