

**DIAMOND SHARP SHEARS, LLC  
TRIAL AND PURCHASE AGREEMENT**

CUSTOMER INFORMATION	CREDIT CARD INFORMATION
Customer Name: _____	Name on Card: _____
Customer Address: _____	Card Type: _____
Delivery Address: _____	Credit Card Number: _____
Phone: _____	Exp. Date: _____ CVV: _____
Email: _____	Billing Address: _____
SHEARS & PRICING INFORMATION	
1. Make: _____ Model: _____ Purchase Price: _____ Security Deposit: _____ Trial Period User Fee: _____	
2. Make: _____ Model: _____ Purchase Price: _____ Security Deposit: _____ Trial Period User Fee: _____	
3. Make: _____ Model: _____ Purchase Price: _____ Security Deposit: _____ Trial Period User Fee: _____	
4. Make: _____ Model: _____ Purchase Price: _____ Security Deposit: _____ Trial Period User Fee: _____	
5. Make: _____ Model: _____ Purchase Price: _____ Security Deposit: _____ Trial Period User Fee: _____	

**TERMS & CONDITIONS**

This TRIAL AND PURCHASE AGREEMENT (the "Agreement") is a binding contract between you, the customer identified above under Customer Information (the "Customer"), and Diamond Sharp Shears, LLC ("DSS") for the trial and possible purchase of the shears (as set forth in Shear Information above, individually and collectively, the "Shears") on the following terms and conditions. Read this Agreement carefully.

**Trial Period.** DSS agrees to allow Customer to use the Shears for a trial period ("Trial Period") following such time Customer may elect to (i) return any or all of the Shears to DSS; or (ii) purchase any or all of the Shears. In advance of the Trial Period, and by execution of this Agreement, Customer authorizes DSS to apply to Customer's credit card (as set forth in Credit Card Information above, the "Credit Card") a security deposit equal to fifty percent (50%) of the Purchase Price of each Shear ("Security Deposit"). Following receipt of the Security Deposit, DSS shall deliver the Shears to Customer to the Delivery Address (as set forth in Customer Information above) via United States Postal Service, Priority Mail, Small Flat-Rate Box or Envelope, at no cost to Customer. Upon delivery of the Shears to the Delivery Address, the Trial Period shall commence for a period of seven (7) days, during such time Customer may use the Shears solely for the purpose of evaluation for possible purchase and only for the duration of the Trial Period. Customer shall not alter or modify any of the Shears in any way during the Trial Period.

**Return of the Shears.** If Customer elects not to purchase a particular Shears (the "Returned Shears"), Customer shall within seven (7) days following the expiration of the Trial Period deliver such Returned Shears to DSS at Diamond Sharp Shears, LLC, Attn: Norman Voller, 6101 Dresden Lane, Raleigh, North Carolina 27612 via United States Postal Service, Priority Mail, Small Flat-Rate Box or Envelope. Customer shall bear all costs and fees regarding or concerning the return of the Returned Shears to DSS. Customer agrees to deliver the Returned Shears to DSS in the same condition in which they were received, ordinary wear and tear excepted. Upon timely receipt of the Returned Shears in such condition by DSS, DSS shall refund the Security Deposit applicable to the Returned Shears, less a user fee equal to ten percent (10%) of the Purchase Price of the Returned Shears ("Trial Period User Fee"). In the event the Returned Shears are not received by DSS in such condition or the Returned Shears are not promptly returned to DSS, DSS shall be authorized to apply to the Credit Card an amount equal to the Purchase Price of the Returned Shears less the applicable Security Deposit.

**Purchase of the Shears.** If Customer elects to purchase the Shears (the "Purchased Shears"), Customer shall notify DSS by telephone or email that Customer desires to purchase such Purchased Shears and that Customer authorizes DSS to apply to the Credit Card a purchase price equal to the Purchase Price of the Purchased Shears, less the Security Deposit applicable to the Purchased Shears ("Post-Trial Period Price"). Upon receipt of the Post-Trial Period Price by DSS, the Purchased Shears shall be the property of Customer and all right, title and interest in the Purchased Shears shall belong to Customer.

**Credit Card Authorization.** Customer expressly authorizes DSS to apply to the Credit Card the charges and fees contemplated by this Agreement in accordance with the terms and conditions herein. Customer agrees and understands that this authorization shall remain in effect until termination of the Agreement. Customer certifies that Customer has provided valid credit card information that does not expire less than ninety (90) days from the date of this Agreement. In addition, Customer agrees to notify DSS in writing of any changes in the Credit Card information. Customer certifies that Customer is the authorized user of the Credit Card and shall not dispute these transactions with Customer's credit card company, so long as the transactions conform to the terms and conditions of this Agreement.

**Risk of Loss.** Upon delivery of the Shears to Customer, all risk of loss, damage, theft or destruction, partial or complete, to Shears solely caused by the acts or omissions of Customer shall be borne by Customer. Customer shall promptly notify DSS of any theft, loss or damage to the Shears.

**Miscellaneous.** (a) Customer understands and agrees that during the Trial Period and until Customer purchases the Shears in accordance with this Agreement, the Shears are the property of DSS and the entire right, title and interest in the Shears belong to DSS. (b) During the Trial Period Customer shall not sell, assign or otherwise transfer the Shears, including ensuring that the Shears remain free from all liens, levies, claims, process, security interest and encumbrances, and shall assume all other responsibilities for the Shears. (c) This Agreement represents the entire agreement between the parties as to its subject matter and shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of laws provisions. (d) Except as otherwise provided in this Agreement, this Agreement may be modified only in a writing signed by both parties. (e) If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable as long as the commercial goals of the Agreement may be reasonably met. (f) The failure of either Party to require the performance of any item or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

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