Sample Arbitration Clause Language

Note: Text that is in blue and italics should only be inserted if the arbitration agreement is intended to apply to all transactions where the member is the party selling or transferring goods, and not just a specific transaction.

Memo

Any dispute, controversy, or claim between you and/or your company and **[insert member name and company here]**, arising out of or relating to this memo and/or the goods described therein, *or any past or future transactions in which* ***[insert member name and company here]*** *has sold, transferred, or delivered goods to you or your company,* shall be exclusively determined by arbitration administered by the Diamond Dealers Club, Inc. (“DDC”) in New York City under its By-Laws and Rules and Regulations. The parties to this memo submit themselves to the jurisdiction of the DDC, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You agree to be personally responsible for any awards rendered by the arbitrators. You hereby waive any claim or objection relating to forum non conveniens.

Invoice

Any dispute, controversy, or claim between you and/or your company and **[insert member name and company here]**, arising out of or relating to this invoice and/or the goods described therein, *or any past or future transactions in which* ***[insert member name and company here]*** *has sold, transferred, or delivered goods to you or your company,* shall be exclusively determined by arbitration administered by the Diamond Dealers Club, Inc. (“DDC”) in New York City under its By-Laws and Rules and Regulations. The parties to this invoice submit themselves to the jurisdiction of the DDC, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You agree to be personally responsible for any awards rendered by the arbitrators. You hereby waive any claim or objection relating to forum non conveniens.

Letterhead (Covers a specific transaction)

Any dispute, controversy, or claim between you and/or your company and **[insert member name and company here]**, arising out of or relating to **[describe memorandum or invoice with date and invoice number]** and/or the goods described therein, *and/or any past or future transactions in which* ***[insert member name and company here]*** *has sold, transferred, or delivered goods to you or your company,*, shall be exclusively determined by arbitration administered by the Diamond Dealers Club, Inc. (“DDC”) in New York City under its By-Laws and Rules and Regulations. The parties submit themselves to the jurisdiction of the DDC, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You agree to be personally responsible for any awards rendered by the arbitrators. You hereby waive any claim or objection relating to forum non conveniens.

Letterhead (General)

Any dispute, controversy, or claim between you and/or your company and **[insert member name and company here]**, arising out of or relating to any past or future transactions in which **[insert member name and company here]** has sold, transferred, or delivered goods to you or your company, shall be exclusively determined by arbitration administered by the Diamond Dealers Club, Inc. (“DDC”) in New York City under its By-Laws and Rules and Regulations. The parties submit themselves to the jurisdiction of the DDC, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You agree to be personally responsible for any awards rendered by the arbitrators. You hereby waive any claim or objection relating to forum non conveniens.

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