



## Terms and Policies

**Standard Work Agreement:** All sales are final. Each order should be accompanied by an Order Confirmation Sheet and an Order Detail Sheet (provided by Texas Lightsmith) for each item in the order. Please ensure that all details and drawings attached to this order convey the correct information. Any information outside this form (e.g. purchase orders, shop drawings, previous quotes, or other notes) must be referenced in the order summary portion of the front page. Any details not included will be subject to the technical and artistic discretion of Texas Lightsmith.

**Deposits / Payment:** A 50% deposit is required with the placement of an order before work can begin. **Payment is due in full upon completion of an order.** Deposits are non-refundable. Invoices are due and payable in Travis County, Texas, which has venue for this agreement. In the event of nonpayment, the signer will be responsible for any outstanding balance and a 6% per annum service charge will be applied beginning 30 days from issuance of invoice.

**Shop drawings** are a standard part of custom orders and should be signed and returned to Texas Lightsmith as soon as possible. Drawings are typically done as part of an order, but can be commissioned separately prior to placement of order. The designer retains copyrights and we agree not to reproduce them without the express permission of the designer. Exclusively Texas Lightsmith may reproduce designs by Texas Lightsmith.

**Shipping / Handling** charges are part of the total balance due and include packing materials, insurance for all items shipped, and boxing (if necessary). This charge includes crating or palletizing (if necessary). Shipping and handling charges are quoted per job. Please inspect all products upon receipt. Should damage occur during shipping, please contact our office immediately and save all packaging for inspection by a representative of the shipping company. We will repair or replace the damaged item(s) as soon as possible subsequent to filing damage claim. All shipments are FOB Texas Lightsmith. **Completion dates are non-binding estimates only and may be subject to change.** Typical lead time is 5 –7 weeks from receipt of deposit (estimated lead times are referenced on this form).

**Returns:** we do not accept returns of custom or standard fixtures other than repairs that fall within the limits of our warranty. Once placed, orders may not be canceled in part or entirety.

**Change orders:** Any design, detail, quantity, or other change subsequent to the placement of an order must be accompanied by a completed change order form including signatures of both the client (or authorized representative thereof) and Texas Lightsmith.

**Limited Warranty:** Our products are guaranteed for parts and workmanship for a period of one year subsequent to completion. Please inspect all products upon receipt. Any problems brought to our attention more than 30 days from receipt may not be covered by our warranty as shipping, handling, or storage issues may come into consideration as we assess the problem. Damage caused due to mishandling or improper installation is not covered by our warranty. Patinas (finishes) are not covered by our warranty. Some variation from samples is normal for patinas, glass, and mica. If we determine that we have shipped you items inconsistent with the contract or the specifications that we have agreed on as specified in the order paperwork, we will correct the problem by replacement, repair, or refund, as we deem appropriate, and we will pay the freight. We will not pay for a new crate so it is important that you not destroy your crate (or other packaging) until you are satisfied with your order. We recommend that you make every effort to report any warranty claim before installation to avoid the cost of un-installing the item. If the item is installed, we will honor any valid warranty claim, but will not pay or make allowance for un-installing or removing the item. If we deem your claim valid by phone or email, we will determine how we will resolve it, either by local service, shipment back to us, or replacement. If we cannot determine definite validity of your claim over the phone, we will require that you ship the item back to us for warranty determination at your expense. If we determine upon examination that your claim is valid, we will compensate you for the shipping. If we determine your claim is not valid, we will not pay the freight in either direction, and will charge a service fee for checking your item plus a handling fee for the re-crating of your item.