

# FULL CIRCLE DESIGN STUDIO

## Terms and Conditions

**Dear Customer,**

**THIS CONTRACT LIMITS OUR LIABILITY,** please review carefully, sign, date, and return to a Full Circle Design Studio.

**QUANTITIES:** Are NOT provided by Full Circle Design Studio designers/associates. Each client is responsible for providing the quantities to be ordered. The tile contractor usually specifies these quantities.

**PAYMENT TERMS:** Stocked item orders require PAYMENT IN FULL prior to shipping.

ALL Custom orders require a 75% DEPOSIT, 25% Balance due PRIOR to shipping.

**DELIVERY DATES:** An Estimated Time of Arrival (ETA) is set at the onset of the order. THIS IS ONLY AN ESTIMATE. Full Circle Design Studio does NOT accept any responsibilities for any delays of product, schedules at a client's job site, or any type of penalties imposed on clients by their contractor, bank, etc.

**DELAYS:** We cannot be held responsible for delays caused by strikes, catastrophes or other delays that are beyond our control.

**FREIGHT:** Freight charges are the responsibility of the client. The transportation company is the buyer's choice, and the shipment becomes the property of the consignee who assumes the risk and liability of damage in transit.

In the event of a damaged shipment, it is the buyer's responsibility to file a claim with the carrier according to conditions described in the carrier's bill of lading. We MUST insist that you accept delivery on all orders, even when there is visible or concealed damage, and file your claim with the carrier directly. Should the buyer choose expedited delivery services (i.e. Next day Air, Federal Express overnight), Full Circle Design Studio does not accept responsibility for missed or delayed schedules. However, the client must still pay for the expedited service.

**RETURNS:** Absolutely NO returns will be accepted. Materials returned without Full Circle Design Studio, authorization will be refused and returned to the client at the client's expense. ANY ACCEPTED returns are subject to a 30% restocking fee plus any freight charges. Refunds given will be in the form of a store credit.

**CANCELLATIONS:** Once a deposit has been received and your order has been processed, NO CANCELLATION will be accepted. NO REFUNDS will be made on design work or custom strike-offs (samples).

**CONDITIONS OF SALE/PURCHASE:** All material is sold subject to variations in color and shade. Variation is inherent characteristics in ceramic, concrete, and natural stone products. As a result, all warranties against them are "excluded". Our tiles and brick veneers are handmade; consequently, sizing and manufacturing irregularities are inherent characteristics and are to be expected. Marble, Granite, Onyx, and Limestone are products of nature, and NO two pieces are exactly alike. Therefore, you and your installer MUST INSPECT the material PRIOR to INSTALLATION and prepare any blending required to meet the owner's/buyer's approval PRIOR to INSTALLATION. **ABSOLUTELY NO CLAIMS WILL BE ACCEPTED AFTER THE MATERIAL HAS BEEN INSTALLED! ALL MATERIAL WHETHER TILE OR STONE MUST BE INSPECTED PRIOR TO INSTALLATION BY THE CLIENT AND/OR THE CLIENT'S CONTRACTOR.** Material shipped may vary from the sample previously approved. A sample is only representative for the material furnished in shipment. All materials pass strict control standards at the factory. *It shall be the responsibility of the client to inspect all material (whether tile or stone products) PRIOR to installation.* If the buyer is using our products in combination with material from other manufactures, Full Circle Design Studio, Inc. shall not be responsible for any type of undesirable results. Additionally, the following is made in lieu of all warranties, expressed or implied: **Seller's only obligation shall be to replace such quantity of tiles, purchased, provided they are proved to be defective.** Seller shall not be liable for any loss, damage or penalties, consequential arising out of the use or inability to use our products. Before signing this contract, buyer shall determine the suitability of our products for his intended use and buyer assumes all liability whatsoever in connection therein. In all events, Full Circle Design Studio shall not be liable for any damages, labor, expenses, or delays.

**DISPUTES AND LAWSUITS:** If a dispute arises between buyer and seller with respect to an order and buyer's party institutes legal proceedings, Full Circle Design Studio shall NOT accept testimony or opinion on color/variation on ceramic, concrete, or stone technical matters by non-specialist. Only that of certified specialist or well-known authorities in the field, would be taken into consideration. It is also agreed that any dispute or controversy arising out of this invoice, or the sale of goods made hereunder, that the proper place for such action to take place in a court located in Los Angeles, California. Additionally, buyer waives any rights to have this action commenced, tried, or removed to any other place. The prevailing party in the lawsuit shall be entitled to recover in addition to its cost, reasonable attorney fees.

Please Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_