

TERMS - 2023

PRICES

Prices are designer net to the qualified trade. All items are quoted F.O.B New York, New York. Shipping, handling, packing, storage and insurance charges are not included in the price. All applicable taxes (including sales tax) are the responsibility of the purchaser. Prices are subject to change without notice and should be checked with your sales representative before ordering.

ORDERING

A signed Order Confirmation and 50% deposit is mandatory to initiate production. We will not proceed without it. When ordering, always designate product name, number, specifications and finish options. Care in ordering avoids costly errors. Client design changes after production has begun will be subject to additional charges. Each order will be processed as indicated on the Astraeus Clarke Order Confirmation according to these terms and conditions and is the final agreement between Astraeus Clarke and supersedes all prior written and oral agreements regarding said orders.

RESALE LICENSES

All purchasers must provide Astraeus Clarke with a copy of their valid resale certificate, license and/or permit. This is a mandatory requirement by every state tax authority. Copies of your valid resale license must accompany each purchase order.

TERMS OF PAYMENT

We prefer a 100% deposit, but a fifty percent (50%) deposit is required to enter an order into production. The balance is due in full upon completion of the order prior to shipping. Deposits are non-refundable and custom orders are non-cancelable upon receipt of deposit by Astraeus Clarke. Storage charges will apply to orders not paid in full within 30 days of completion. No returns or exchanges. No cancellations on any custom orders. Deposits are not refundable.

UL LISTING

Products are not UL listed (or listed by any other electrical listing company) unless requested at the time of order. Lights for your project can be listed for a \$350 fee. Please consult all rules, regulations and codes regarding the electrical listing requirements for your intended application.

MATERIALS MAY VARY

Dimensions may vary slightly from those specified since all items are handmade and hand assembled. Organic materials and finishes contribute to this variation. Stem and chain measurements include the ceiling canopy. Chain lengths are approximate and measured to the nearest link.

The natural materials used in our designs will always vary in exact size, shade, texture and pattern, creating a truly unique fixture. Many of our metal finishes are applied by hand and may not match finish samples exactly.

We reserve the right to improve upon any of our designs or finishes without prior notice.

PRODUCTION LEAD TIME

Production estimates are given at the time an order is confirmed by Astraeus Clarke. They are based on production schedules and availability of materials at the time an order is placed. Lead times also depend on the timely receipt of all finish specifications and custom dimensions (if applicable) from the client.

All orders are produced individually by hand: therefore delays may occur in manufacturing, especially with custom orders. The precise time of production and delivery is not a condition of sale.

SHIPPING

Astraeus Clarke offers "prepaid" freight terms and will prepay the shipper directly. Unless the customer has complete shipping instructions, Astraeus Clarke will use their preferred carrier. Charges for packing and/or crating, insurance and delivery will be added to the final invoice and must be paid before items are shipped. Please specify if you would like to make your own shipping arrangements and we will provide the appropriate information when your order is complete. Any applicable packing and/or storage charges will be added to the final invoice. In all cases it is the responsibility of the customer to determine that the size of the completed product will clear doorways and elevators. Astraeus Clarke is not responsible for arranging local delivery or installation, or for assembling those products shipped unassembled. Astraeus Clarke advises to keep your packing materials until the fixture is

installed and the customer is satisfied. If Astraeus Clarke is responsible for a defective piece please use the given packing materials to send back to AC. If you destroy the materials within a week we will not pay for new packing materials.

DAMAGE IN TRANSIT AND REPAIRS

Once your order has left our workshop it is the responsibility of the shipping company to ensure that products arrive safely and in a timely manner. Upon delivery of the merchandise, the receiver must unpack all materials, inspect thoroughly for damage, and note any damage on the freight bill before it is signed. If any damage is found, follow the shipping company's claim instructions. Do not attempt to repair the merchandise. The freight company will send an inspector to the site to make a report. Keep all packaging materials until inspection is complete. The procedure must be followed to allow for repair and/or replacement.

Damage claims must be filed within 10 days of receipt of shipment. Claims filed after 10 days will not be honored. Failure to make such a claim shall constitute acceptance of the merchandise and waiver of any defects, errors or shortage.

If an item is damaged by the shipping company and needs to be reordered or repaired, the order will be subject to standard terms and lead times. All decisions regarding repair and/or replacement will be at the sole discretion of Astraeus Clarke.

COPYRIGHT

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PRIVACY POLICY

Astraeus Clarke does not sell or share any personal or business information supplied to Astraeus Clarke.

ARBITRATION

Any claim or controversy arising out of this agreement shall be settled by arbitration in the county of Kings County, New York in accordance with the rules of the American Arbitration Association. The prevailing party in any such action shall be entitled to recover any additional attorney's fees.

WARRANTY - FOR UNITED STATES AND CANADA CUSTOMERS ONLY

Astraeus Clarke's Limited One-Year Warranty states that we will repair, at our option, your purchase within one year of the purchase date should you discover any defect in the wiring or components used to wire the fixture.

Light bulbs, included as a courtesy only when in stock, are not covered by this warranty. It is advised that you keep copies of proof of purchase, receipts, and shipping documents when returning an item.

This guarantee excludes damage resulting from accident, alteration, act of god, war or misuse of the product or use of the product in ways other than specified by the manufacturer. The warranty is null and void if the product is used or installed in a manner other than the manufacturer guidelines and recommendations. Product that has been cut or altered in any way is not eligible for warranty. This warranty applies to the wiring or components only and does not relate costs incurred for shipping back to Astraeus Clarke for service.

To obtain service for an item under warranty, you may contact our customer service department via email at info@astraeusclarke.com for return instructions and authorization. Please provide a copy of your original receipt and this warranty to Astraeus Clarke. Any fixture requiring repair must be shipped back to Astraeus Clarke for service.

In no event shall Astraeus Clarke be liable for incidental damages. This warranty gives you specific legal rights, which may vary from state to state. If you have any questions, or to send us a comment related to our Limited One-Year Warranty, please contact us at info@astraeusclarke.com