

# Terms & Conditions

- 1.** Terms and conditions as stated herein become a part of our contractual agreement (the Agreement) and will apply to the acceptance by Maison Surface for your order. All terms and conditions expressly specified herein shall render null and void of any conflicting terms and conditions in any and all other contractual agreements.
- 2. Payment Terms:** Quoted prices are valid for thirty (30) days. Stock Products are billed in one invoice at 100% of contract value due at time of purchase. All other orders are billed in two phases as stated below. Final specification sheets will mark the beginning of our fabrication lead time, so please make sure your drawing is approved and delivered with your deposit. Final payment will allow us to schedule your order for shipping or pick up. Please be aware that our lead time commitment is related to production time only (ready to be shipped). Delays in receiving final payment can affect your delivery date. We recommend that you make payments promptly after receiving the final invoice to avoid any delays.
- 3. Specification Sheets:** Drawings will be provided by Maison Surface to be reviewed and approved by the client. All specification sheets must be signed by the person who assumes responsibility for the design, color and the dimensions. The signed drawing is what will be produced and will supersede any verbal or other written agreements. If multiple revisions have been signed, the drawing with the most current date will be used for production. Once the drawing is signed and sent to production no revisions can be made without a change order (see section 5 Change Order).
- 4. Custom Designs:** Design services are provided by Maison Surface. This includes an initial two-dimensional black & white line drawing on 8 1/2" x 11" paper from our collection. Additional changes and customization will be billed at \$65.00 per hour. All custom works (non-collection pieces) will require a \$500.00 design fee deposit. All drawings must be signed and dated to confirm acceptance and to begin the production process.
- 5. Change Order:** No revisions can be made without a change order. All change orders will be billed at the cost of the original plus the new piece that is being requested. Change Orders will also change the due date of the order.
- 6. Finishing:** All materials provided by Maison Surface are natural products that will have color, veining, texture and finish variations. All custom color samples must be signed and returned before production begins. The use of any sample or model during the negotiations leading to the purchase of this product serves merely to indicate a type of product that will be tendered to the Purchaser and not an exact match. These samples or models create no warranty that the product will conform to the samples or models.



**7. Warranty:** Installation constitutes the acceptance of the material. All finishes and color variation must be inspected prior to installation. No warranty claims will be accepted for any reason after they have been installed. Defects caused by the shipping company, carrier, contractors, or anyone other than Maison Surface shall not be covered under this warranty. All aspects of this warranty are void if a person or company other than Maison Surface performs or re-performs any work within the scope of the warranty including color modifications and installations. The following are excluded from warranty by Maison Surface comply with all local codes relating to other subcontractors whose work affects Maison Surface products, i.e. framing, plumbing, electrical, ADA. The warranty will not include any changes or alterations necessary to conform to such codes. Maison Surface is not responsible for indirect, special, incidental or consequential damages resulting from any breach of warranty or under any other legal theory, including but not limited to, lost profits, down time, and any damage to or replacement of personal property and fixtures. \_\_\_\_\_ Warranty will be null and void if any of the above requirements are not met. (Please Initial your Acceptance)

**Storage Fees:** Upon notification of your order completions, storage charges will be applied to every order that has an unpaid balance and is stored for more than sixty (60) days from the time the product has been completed. Storage charges are assessed daily at \$5.00 per crate, seven (7) days a week. Charges will apply until the product is delivered. Rescheduling for delivery will be dependent upon Maison Surface workload at that time. Charges will be invoiced weekly and will be due prior to delivery or installation of any orders. When applicable, orders delivered to a site and not installed due to delays by others will be subject to full payment minus the cost of installation as determined by Maison Surface at its sole discretion. Maison Surface is not responsible for any damages or injuries caused by fires or unsecured pieces installed by 3rd party.

**8. Delivery Dates:** Maison Surface does not guarantee any shipment or delivery date. Any time or date stated herein or otherwise identified by Maison Surface or any of its agents or employees, for shipment or delivery, is intended as an estimate only. Shipping quotes within the US are valid for 30 days. Air Freight quotes will be valid for 7 days. Accordingly, Maison Surface shall not be liable for any damages of any nature whatsoever arising directly or indirectly out of a delay in shipment or delivery caused by the property owner, architects, interior designers, contractors, service people vendors or any other source not including subcontractors, vendors and suppliers hired or paid directly by Maison Surface Customer may choose to use any shipping company desired for delivery of the stone but we only recommend our preferred carriers. If anyone other than our preferred carriers are used the client will be responsible for all insurance claims should any damage occur. This may mean paying for the replacement stone while waiting to settle an insurance claim with the shipping company.

**9. Accepting Delivery:** Client must examine all material at the time of delivery while the driver of our preferred carriers is still on site. The exterior of the crates may look fine but still need to be inspected internally to avoid concealed damage issues. In the event the material is damaged or incorrect please refuse delivery of the broken piece or pieces and keep the undamaged or correct material. Have the driver take the damaged or incorrect material back to the warehouse and indicate on the delivery paperwork that the problem that has occurred. This will expedite the insurance claim process and help to avoid unnecessary delays. Damages or problems not discovered at the time of delivery will become the full financial responsibility of the client and relieve Maison Surface of all remake and shipping cost.



**10. Shipping outside the US:** Client needs to set up a customs broker and provide us with that information. We recommend acquiring a broker before your material leaves our warehouse. This will allow time to get the material cleared through customs before your material arrives. The client is responsible for any duty charges owed. Some countries have strict import laws regarding cargo and crating. If your country requires verification/inspection for possible contaminants, an additional charge will apply. The additional charge will be \$300, and it will cover the cost of the 3rd party's fee for providing this service.

**11. Payment Balances:** Projects, for any reason, with past due balances, returned checks, breached payment schedules, etc. will cease production and not be shipped until payment is received. Final payment shall be paid as described in Section 2 of these Terms & Conditions. No claims will be accepted on accounts with unpaid balances.

**12. Lead Times:** Lead times will be counted from the day that all signed documents and the deposit are received by Maison Surface. All items must be received before anything will be sent to production.

**13. Job Cancellation:** Should the customer decide to cancel the job beyond forty-eight (48) hours from the signing of this agreement, payment in the amount of fifty (50) percent of the initial deposit will be retained by Maison Surface for standard orders. For custom orders the entire fifty (50) percent deposit will be retained by Maison Surface to cover time and materials up to the point when the job was canceled. There are no refunds for orders canceled after 48 hours from the signing of this agreement.

**14. Force Majeure:** Seller shall not be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond Seller's reasonable control, whether or not similar to the foregoing. \_\_\_\_\_ (Please Initial your Acceptance)

