

## Entire Agreement

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Acceptance of orders is based on the express condition that buyer agrees to all of the Terms and Conditions contained herein. Acceptance of delivery by buyer will constitute buyer's assent to these Terms and Conditions. These Terms and Conditions represent the complete agreement of the parties, and no Terms and Conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Lindsey Adelman Studio unless made in writing and signed and approved by an officer of Lindsey Adelman Studio. No modification of any of these terms will be affected by Lindsey Adelman Studio's shipment of goods following receipt of buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

## Prices & Terms

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All prices are in U.S. dollars and are F.O.B. New York. Our price list reflects RETAIL prices and may be discounted for To-the-Trade clients. Shipping & Packing charges are additional. A minimum deposit of fifty percent (50%) is required to initiate order fulfillment, except for In-Stock items which require payment-in-full (100%). All accounts shall be paid in full when invoiced, which occurs when the order is complete. A service charge of the lesser of 1.5% per month or the maximum permissible rate will be added to all accounts not paid within sixty (60) days from the date of invoice for final balance due. Orders must be paid-in-full, including shipping, handling, crating and packing, storage, taxes, and service charges prior to shipping. ALL PRICES ARE SUBJECT TO CHANGE WITH 30-DAY NOTICE.

## Storage Fees

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Additional storage fees of 3% per month of the invoiced order value will be charged to store merchandise if not picked up or shipped within sixty (60) days from the date of invoice for final balance due. Storage fees will not be pro-rated for partial months.

## Cancellation of Orders & Returns

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All orders are not cancelable after ten (10) working days from Order Date, nor returnable. Changes in orders, returns, or cancellations require prior written approval from Lindsey Adelman Studio. Such orders will be subject to change, cancellation or stocking fees up to 50% of the net selling price. In-Stock lighting will not be accepted as a return if product has been installed, altered, or damaged in any way.

## Invoicing

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All orders are activated with a 50% non-refundable deposit, except for In-Stock items which are confirmed with a non-refundable 100% payment. The final balance and shipping fees must be paid before delivery can be scheduled.

Receipt of payment is considered confirmation of all order details as outlined in the estimate. We are not responsible for any errors client has overlooked in the estimate after payment has been made.

We accept check, wire transfer, or credit cards as a form of payment. Please allow up to 5 business days for a wire transfer to clear.

## Invoicing (CONT.)

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Please make checks payable to Lindsey Adelman Studio and send to:

Lindsey Adelman Studio  
attn: Accounting  
324 Lafayette Street, Floor 8  
New York, New York  
10012

Please inquire for our bank details to make a payment by wire transfer.

## Installation

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Lindsey Adelman Studio fixtures are designed to be installed into a standard junction box by a certified electrician. We provide installation instructions, hardware, and bulbs for all fixtures. Each shade is labeled to a corresponding arm on the fixture armature. Please do not remove labels before installing shades. Please reference your spec sheet for the weight requirements. If a junction box is not installed, please make sure the ceiling contains appropriate blocking.

If you live in the New York City area, we offer installation services with our in-house licensed electrician for a nominal fee. Please inquire with your sales representative for pricing and scheduling.

Please note that the joints on the branching armatures cannot be adjusted. Do not spin the fixture as this can affect the security of installation.

## Method of Shipment

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As a service to our customers, Lindsey Adelman Studio (LAS) will arrange the shipping of orders via one of our preferred carriers unless Buyer specifies shipment method. All charges are PROFORMA and will be included on the final invoice. Any shipments returned to Lindsey Adelman Studio as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Lindsey Adelman Studio, including storage fees.

## Shipping

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All fixtures will be wrapped in foam and shades will be wrapped individually. Crating is required for all warehouse deliveries and shipping outside of New York City. We work with our local shipping partner for domestic and international shipping. For international shipments, any local taxes, VAT, or duties are billed by customs to the consignee upon import.

All damage claims must be made in writing to [customerservice@lindseyadelman.com](mailto:customerservice@lindseyadelman.com) within 48 hours of receipt of goods. Damage claims must include photographs along with a written description of the damage. If damage has occurred in shipping, all packaging must be retained by the receiver; failure to do so may invalidate any claim. Refer to the Freight Receiving Rules guidelines for proper receiving and claims protocol.

Delivery is F.O.B. New York. Risk of loss and title shall pass to client upon the freight carrier taking possession of the order. Lindsey Adelman Studio will not be responsible for pieces after they are picked up by client's own third-party carrier.

## Product Quality

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Products are inspected and tested by Lindsey Adelman Studio prior to release to ensure that the order is in good condition, fully functional, complete and ready for shipment. Many metal finishes are applied by hand and may vary in color, tone and character. While Manufacturer will make every effort to match a finish, no guarantee can be made of an exact match. Most finishes are lacquered to prevent extreme patination; however Manufacturer does not guarantee finishes against some degree of fading and oxidizing. Variations in color and veining are also inherent in stone and considered to be part of the natural beauty. All lighting is handmade, and therefore is subject to slight variations in tone and surface.

## Damage in Transit

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Per ICC Regulations, ownership of the product transfers to the customer (owner) upon the freight carrier taking possession of the order for transport. Therefore, responsibility for damage occurring in transit is the owner's and all claims for freight damage must be made within 48 hours of receipt.

The carrier is responsible for a complete inspection of product at the point of origin. Any damage must be noted on the BOL. The signed BOL is confirmation by the carrier that they have accepted responsibility for delivering the product in the condition in which it was received. Inspection of boxed or crated product is limited to the exterior of the package. Exceptions must be noted and package opened at once if condition of the carton/crate appears compromised.

When a damage or quality discrepancy is found, photos should be taken of the product fault. Photos of the packaging may be as important as of the item itself in resolving a possible freight claim. All product quality issues will be handled promptly by Lindsey Adelman Studio upon notice of purchase.

## Force Majeure

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All quoted completion and delivery dates are estimates only. Lindsey Adelman Studio shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Lindsey Adelman Studio's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Lindsey Adelman Studio's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Lindsey Adelman Studio or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Lindsey Adelman Studio's performance due in whole or in part to any cause beyond Lindsey Adelman Studio's reasonable control, Lindsey Adelman Studio shall have such additional time for performance as may be reasonably necessary under the circumstances.

Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

## Taxes

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All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.

## Title / Risk of Loss

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Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Any claim by Buyer against Lindsey Adelman Studio or carrier for shortage or damage occurring prior to such delivery must be made in writing within seventy-two (72) hours after receipt of shipment and accompanied by original transportation bill signed by the carrier noting that the carrier received the goods from Lindsey Adelman Studio in the conditions claimed. All deliveries are subject to the accompanying Freight Receiving Rules.

## Warranty and Disclaimer

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Except as specified herein, Lindsey Adelman Studio warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from incorrect installation, misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use. Adjusting the joints on the branching armatures or spinning the fixture will void any and all warranties. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product.

## Limitation of Remedies

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Lindsey Adelman Studio shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the goods or this agreement, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Lindsey Adelman Studio's liability hereunder in any case is expressly limited, at Lindsey Adelman Studio's election, to repair or replace (in the form originally ordered) of goods not complying with this agreement, or to the repayment of, or crediting buyer with, an amount equal to the purchase price of such 4goods.

Any claim by buyer with reference to the goods sold hereunder for any cause shall be deemed waived by buyer unless submitted to Lindsey Adelman Studio in writing within thirty (30) days from the date buyer discovered, or should have discovered, any claimed breach.

## Remedies Upon Default

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Lindsey Adelman Studio requires payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Lindsey Adelman Studio may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages. In the alternative, Lindsey Adelman Studio shall (in addition to other remedies available under any applicable Uniform Commercial Code or otherwise by law) have the right to appropriate and apply the goods to payment due hereunder. Lindsey Adelman Studio may proceed to sell or otherwise dispose of the goods at public or private sale for cash or credit; provided, however, that Buyer shall be credited with the proceeds of such sale only when the proceeds are received by Lindsey Adelman Studio. If any notification or intended disposition is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, to Buyer at the Buyer's address set forth on the face side hereof. Any proceeds of the goods may be applied by Lindsey Adelman Studio to the payment of expenses and costs to exercise Lindsey Adelman Studio's rights hereunder, and any balance of such proceeds shall be applied against Buyer's account in such order as Lindsey Adelman Studio shall determine in its sole discretion. Buyer will remain liable for the balance of all unpaid accounts.

## Exclusions

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All of Lindsey Adelman Studio's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Lindsey Adelman Studio's catalogues, price lists or advertisements are close approximations only and intended to give a general description of the goods and shall not form part of this agreement. Furthermore, Lindsey Adelman Studio at all times retains the exclusive Intellectual Property rights over said collateral, including custom drawings. Lighting and Objects are handmade, and therefore are subject to slight variations.

## Waiver

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Waiver by Lindsey Adelman Studio of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time.

## Severability

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In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

## Controlling Law

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This agreement shall be deemed to have been executed and delivered at Lindsey Adelman Studio, 324 Lafayette Street, 8th Floor, New York, NY 10012. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of New York including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. All disputes shall be filed with the American Arbitration Association in New York, NY and governed by the rules of AAA. All decisions made in the arbitration will be considered binding and an entry of judgment shall be deemed to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction. (Attorney fees and cost shall be awarded to prevailing party.)

Last updated July 29, 2020