

ASTRAEUS CLARKE

WARRANTY & TERMS 2027

BROOKLYN, NEW YORK



WWW.ASTRAEUSCLARKE.COM



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, including for changes in material, freight or tariff costs, and should be checked with your sales representative before ordering. Written quotes are valid for 30 days from the date of issue.

ORDERING

A signed Order Confirmation and payment as set out under Terms of Payment are mandatory to initiate production. We will not proceed without them. When ordering, always designate product name, number, specifications and finish options. Care in ordering avoids costly errors. The client is responsible for the accuracy of all dimensions, finishes, voltages and specifications provided or approved, including any drawings and samples. 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. By signing an Order Confirmation or submitting payment, the purchaser accepts these terms. The Order Confirmation is the final agreement between Astraeus Clarke and the purchaser and supersedes all prior written and oral agreements regarding said orders, as well as any conflicting terms on a purchase order. Changes to an order must be made in writing and approved by Astraeus Clarke. Astraeus Clarke may cancel an order and refund any payment received for it if materials become unavailable or production cannot be completed as specified.

RESALE LICENSES

Purchasers claiming a sales tax exemption must provide Astraeus Clarke with a copy of their valid resale certificate, license and/or permit with each purchase order. Orders without valid documentation will be charged applicable sales tax.

TERMS OF PAYMENT

Payment in full is required to begin production. If agreed in writing before production, a 50% deposit may be accepted, with the balance due in full upon completion of the order and before shipping. Payment is accepted by bank transfer,



wire transfer or check. Credit card payments are subject to a 3% processing fee. Title to all goods remains with Astraeus Clarke until payment is received in full.

Deposits and payments are non-refundable and custom orders are non-cancelable upon receipt of payment by Astraeus Clarke. No returns or exchanges. Overdue balances may be subject to a finance charge as permitted by law, and the purchaser is responsible for reasonable costs of collection.

UL LISTING

Products are not UL listed (or listed by any other electrical listing company) unless requested at the time of order. UL listing is available for an additional fee, quoted per fixture at the time of order, and may extend lead times. The purchaser is responsible for confirming all rules, regulations, codes and voltage requirements for the intended application, including local inspection and approval, and for requesting any listing required.

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, and finishes may change in appearance over time with use. Colors on screens and in print may differ from the finished product. Such variation is not a defect.

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, and Astraeus Clarke is not liable for any loss or damage resulting from delay.

SHIPPING

Shipping is not included in the price and is quoted at the time of completion based on current rates. Astraeus Clarke offers "prepaid" freight terms and will prepay the shipper directly, then add the charges to the final invoice, which must be paid before items are shipped. 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. Please specify if you would like to make your own shipping arrangements and we will provide the appropriate information when your order is complete.

Residential, liftgate and inside delivery are the customer's responsibility and may incur additional charges. For shipments outside the United States, the customer is the importer of record and is responsible for all duties, taxes, customs fees and brokerage charges. Risk of loss passes to the customer when the goods are released to the carrier. Completed orders not paid in full or not shipped within 30 days of completion will be charged storage at Astraeus Clarke's then-current rate. Goods that remain unpaid or unclaimed 90 days after completion may be resold or disposed of, with any proceeds applied to amounts owed.

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 keeping 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 original packing materials to send it back to AC. Astraeus Clarke will not pay for new packing materials if the originals have been discarded.

INSTALLATION AND ELECTRICAL

All fixtures must be installed by a licensed electrician in accordance with the installation instructions and all applicable codes. The purchaser is responsible for confirming that ceilings, junction boxes and other supports are adequate for the



weight of the fixture, and for the compatibility of dimmers and light sources with the fixture. Astraeus Clarke is not responsible for installation, for damage caused during installation, or for the cost of removing or reinstalling a fixture.

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 and shortage claims must be reported to Astraeus Clarke in writing within 10 days of receipt of shipment, in addition to any claim filed with the shipping company. Claims reported after 10 days will not be honored. Failure to make such a claim shall constitute acceptance of the merchandise as to visible damage, errors or shortage; this does not limit the warranty below.

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.

ORDER ERRORS

If an item is received that does not match the Order Confirmation, notify Astraeus Clarke in writing, with photographs, within 10 days of receipt. Astraeus Clarke will, at its option, correct the error by repair, replacement or credit. Items made to the specifications confirmed on the Order Confirmation are not considered errors.

COPYRIGHT

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including custom designs developed for a client, remain the intellectual property of Astraeus Clarke unless otherwise agreed in writing, and may not be copied or reproduced. Any use of copyrighted materials without prior written authorization by Astraeus Clarke is strictly prohibited.

PRIVACY POLICY

Astraeus Clarke does not sell personal or business information supplied to Astraeus Clarke. Information is shared only as needed to fulfill an order, such as with carriers and payment processors, or as required by law. Please contact info@astraeusclarke.com with any privacy questions or requests.

GOVERNING LAW AND ARBITRATION

These terms and all orders are governed by the laws of the State of New York. Any claim or controversy arising out of this agreement shall be settled by binding arbitration in Kings County, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs. Nothing in this section prevents Astraeus Clarke from seeking payment of amounts owed or injunctive relief in a court of competent jurisdiction.

GENERAL

If any provision of these terms is found to be unenforceable, the remaining provisions will remain in effect. Failure to enforce a provision is not a waiver of it. Astraeus Clarke is not liable for failure or delay in performance caused by events beyond its reasonable control, including natural disasters, labor disputes, supplier or carrier delays, government actions, tariffs or material shortages. Orders may not be assigned without the written consent of Astraeus Clarke. These terms may be updated from time to time; the terms in effect on the date of the signed Order Confirmation apply to that order.

WARRANTY - FOR UNITED STATES AND CANADA CUSTOMERS ONLY

Astraeus Clarke's Limited One-Year Warranty states that we will repair or replace, at our option, your purchase within one year of the date of shipment should you discover any defect in the wiring or components used to wire the fixture. This is the sole and exclusive remedy under this warranty.



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, as well as normal wear and the natural variation and aging of materials and finishes. The warranty is null and void if the product is used or installed in a manner other than the manufacturer guidelines and recommendations, including installation by anyone other than a licensed electrician. 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 cover costs incurred for shipping back to Astraeus Clarke for service, or for installation, removal or reinstallation.

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. Astraeus Clarke will return the repaired or replacement fixture to the customer at its own expense within the United States and Canada.

THIS WARRANTY IS EXCLUSIVE AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ASTRAEUS CLARKE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, AND ITS TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT AT ISSUE. Some states do not allow limitations on implied warranties or the exclusion of incidental or consequential damages, so the above may not apply to you. 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