

TERMS AND CONDITIONS

The Buyer agrees to the following terms and conditions:

THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES FOR THE INVOICED PRODUCTS, INCLUDING ANY TERMS SET FORTH BY ANY CUSTOMERS PURCHASE ORDER.

PRICES

All prices are FOB origin. Orders require a 50% non-refundable deposit at time of order. Packing, freight and insurance charges are additional costs which must be added to the order. Goods will be ready to ship within the lead time specified. Lead times begin with receipt of deposit and order details. Orders must be paid in full, including shipping, handling, packing, storage, applicable taxes and service charges prior to shipment. Buyer assumes responsibility to collect taxes from ultimate client or user and remit to state.

CANCELLATIONS / RETURNS / CHANGES

Because of the handmade nature of our products, we are not able to offer returns. Orders are not cancelable after five (5) working days. Changes in orders require prior written approval from Lake + Wells and may be subject to change fees.

WARRANTY AND DISCLAIMER

The Buyer understands that there may be slight deviations in final sizes, surfaces, colors, and dimensions due to the works being one of a kind, handmade objects. Lake + Wells has the right to change, discontinue or modify the design, production, dimensions and other materials of any of its Products and to substitute material equal to or superior to that originally specified.

Products are sold with a limited warranty against manufacturer defects in materials and workmanship for a period of one year from the delivery date. Lake + Wells reserves the right to repair or replace defective Products at its sole discretion. This limited warranty does not extend to other materials supplied by the Buyer or damage caused by shipping, accident, abuse, misuse, negligence, cleaning, or normal wear and tear. This warranty applies to the original Buyer only and is not transferrable. All other warranties express or implied are excluded. Lake + Wells reserves the right to modify its limited warranty at any time in its sole discretion.

Lake + Wells is not responsible for the following:

- Damage caused by improper cleaning solutions or methods.
- Damage caused by improper installation or assembly by the Buyer or the Buyer's agent.
- Damage to our fixtures, parts of our fixtures, or shades caused by the improper use of light bulbs.
- Damage caused by exposure to weather or improper environment.
- Changes in the appearance of the hand rubbed finishes or un-lacquered finishes. These are meant to age in appearance.
- Any costs of installation, removal, or re-installation.
- Restoration or repair work.
- Any parts purchased separate from our Products

SHIPPING

Products shall be shipped FOB origin, such that risk of loss, damage, and title of Products shall pass to Buyer upon delivery to the designated carrier. Freight shall be prepaid and allowed on all shipments of Products. Actual freight costs are subject to change. Standard shipment will be made via UPS or FedEx Ground. Applicable freight and cartoning charges will be added to the final invoice.

LEAD TIMES

All lead times correspond to the published lead times on the Lake + Wells price sheet, product page, or quote. The lead times are estimated, and products can occasionally become backordered or delayed. Custom projects require 16 weeks or more for completion. Lead times are calculated from the date of the receipt of deposit.

DAMAGED GOODS AND LIMITATIONS ON RECOVERY

Our products are thoroughly inspected and carefully packed before leaving our facility. Should you receive products in a damaged condition, apparent or concealed, claims for damage must be made against the carrier immediately. Keep all packaging materials. Lake + Wells is not responsible for any freight related claims, but may assist the Buyer in this process at Lake + Wells' sole discretion.

Apparent Damage: Should visual inspection upon the receipt of a shipment show damage, it must be noted on the delivery receipt and signed by both you and the driver. Failure to do so will result in the carrier refusing to honor your claim. Retain all packing materials and notify carrier immediately that you wish an inspection report be made, so you can proceed to make a claim against carrier.

Concealed Damage: When damage is not apparent until the product is unpacked, then a claim for concealed damages must be made immediately. Retain all packing materials and notify carrier that you wish an inspection report be made so you can proceed to make claim against carrier.

IN NO CASE SHALL LAKE + WELLS' LIABILITY FOR ANY INVOICED PRODUCT EXCEED THE PURCHASE PRICE PAID BY THE BUYER. REFUND OF THE PURCHASE PRICE OF THE INVOICED PRODUCT IS THE BUYER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER LAKE + WELLS NOR BUYER SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY SUFFERING THE LOSS OR DAMAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, HOWEVER, ANY SUCH CLAIMS ARISING OUT OF THE WILLFUL MISCONDUCT OR FRAUD OF EITHER PARTY SHALL NOT BE PRECLUDED BY THIS CLAUSE.

GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is governed by and construed in accordance with the State of Illinois' internal laws without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois.

In the event a dispute arises out of or relating to this agreement, the Lake + Wells and the Buyer agree to resolve any such dispute through binding arbitration before the American Arbitration Association (AAA) of Chicago, IL and that any arbitration shall take place in Chicago, IL.

Any action for enforcement of an arbitration decision shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action and waives any objection based on improper venue or forum non conveniens.

INSTALLATION MODIFICATIONS

Because most Lake + Wells products are modular in nature, each installation is unique. During (or after) installation, it may be found that additional modifications need to be made to the fixture to address balance, support, or other issues that were not readily apparent at the time of order. Lake + Wells will not be held responsible for any of these modifications (including, but not limited to, the cost of additional parts and labor), but may assist the Buyer in this process at Lake + Wells' sole discretion.