

STUDIO LUDDITE

TERMS OF USE
STUDIO LUDDITE , NY - 2024

****MOST STUDIO LUDDITE LLC LIGHTING IS MADE TO ORDER. SEE CANCELLATION POLICY BELOW. A 50% DEPOSIT IS REQUIRED TO INITIATE ORDERS AND THE FINAL BALANCE MUST BE PAID PRIOR TO STUDIO LUDDITE LLC'S RELEASE OF THE ORDER FOR SHIPPING. A FINAL BALANCE WILL INCLUDE ADDITIONAL PACKAGING, FREIGHT, AND INSURANCE CHARGES WHEN NECESSARY.****

****FULL PAYMENT, INCLUDING INSURANCE AND CRATING, HANDLING AND STORAGE, IF APPLICABLE, SHALL BE MADE BY CUSTOMER AND RECEIVED BY STUDIO LUDDITE LLC BEFORE DELIVERY TO CUSTOMER IS AUTHORIZED.****

****ORDERS MUST BE PICKED UP WITHIN THREE WEEKS AFTER PRESENTATION OF A FINAL INVOICE. IF CUSTOMER DOES NOT ARRANGE FOR ORDER PICK-UP 30 DAYS AFTER CUSTOMER IS PRESENTED WITH THE FINAL BALANCE, CUSTOMER SHALL BE CHARGED FOR STORAGE AND HANDLING COSTS IN THE AMOUNT OF \$50/PER WEEK PER PIECE.****

****CUSTOM QUOTES ARE VALID FOR 30 DAYS UNLESS OTHERWISE NEGOTIATED.****

****LEAD TIME FOR PRODUCTION IS TYPICALLY 10 TO 12 WEEKS FROM STUDIO LUDDITE LLC'S RECEIPT OF DEPOSIT. SHIPPING TIME IS ADDITIONAL. WHEN CUSTOM PIECES ARE SPECIFIED, LEAD TIME FOR PRODUCTION BEGINS FROM THE DATE OF CUSTOMER'S APPROVAL OF STUDIO LUDDITE LLC'S DRAWING AND/OR SAMPLE MATCH.****

****ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.****

****NOTE: For all purchases made outside the United States, including Canada and Mexico, all payments must be made in international money orders in U.S. dollars.****

****CHANGE ORDERS/CANCELLATION POLICY****

****Due to the fact that all materials and finishes are specifically selected by STUDIO LUDDITE LLC for all lighting, changes and cancellations will be accepted in writing ONLY up to seven (7) days after order confirmation date and ONLY if confirmed by STUDIO LUDDITE LLC in writing. Under no circumstances may orders be canceled after production has begun.****

****DESIGNS****

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****CUSTOMIZATION****

****STUDIO LUDDITE LLC will customize most of its designs as indicated in the catalog. Any customization will result in an additional charge over the net price.****

****MATERIAL SPECIFICATIONS****

****All of our metals finishes start with solid brass which is then hand oxidized. Variations in the metal may be present due to the hand-finishing nature of our process.**

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****DIMENSIONS****

****Dimensions are given to the nearest 1/4 inch. As all pieces are handmade, hand-tooled, and assembled, measurements may vary slightly from those noted.****

****SHIPPING****

****Delivery dates are approximate and STUDIO LUDDITE LLC is not responsible for any delay or failure of performance due to causes beyond its control. All STUDIO LUDDITE LLC shipments are ordered standard by FEDEX PRIORITY . Title to all merchandise passes to the purchaser upon pick-up by the shipper.****

****STUDIO LUDDITE LLC will provide shipping quotes. STUDIO LUDDITE LLC will provide only one shipping quote. If Customer is not satisfied with the quote, it is Customer's responsibility to obtain its own quote and to notify STUDIO LUDDITE LLC of its choice and final arrangements before STUDIO LUDDITE LLC release the merchandise from its workshop. STUDIO LUDDITE LLC will not notify the delivery company to pick up lighting until after STUDIO LUDDITE LLC receives final balance payment from the Customer.****

****DAMAGE/FREIGHT CLAIMS****

****STUDIO LUDDITE LLC is NOT responsible for damage or loss incurred in transit or in storage. All lighting fixtures have been carefully inspected prior to release to the storage or delivery company. Any claims against STUDIO LUDDITE LLC shall be submitted by the Customer in writing including photographs of the claimed defect within seven (7) days of receipt of delivery. Failure to make such claim shall constitute full and unqualified acceptance of the goods and a waiver of defects or other claims. STUDIO LUDDITE LLC's liability shall not exceed the contract price and STUDIO LUDDITE LLC shall not be responsible for indirect, incidental, or consequential damages arising from this Agreement. Any loss or damage to the lighting fixtures is the responsibility of the delivery company once the lighting fixtures leave our workshop.****

****STUDIO LUDDITE LLC is NOT responsible for repairs to damages caused during delivery or storage nor is it responsible for filing insurance claims with the delivery company. All freight claims are the responsibility of the Customer. STUDIO LUDDITE LLC will provide a notification of delivery release once the delivery company has picked up the Lamps or Furniture from our workshop. Upon receipt of this notification, Customer should direct all delivery inquiries to the delivery company.****

****GUIDELINES TO FOLLOW FOR FREIGHT DAMAGE****

****All shipments should be inspected by the recipient upon arrival for any imperfections or visible damage whether the customer believes the damage is caused by a manufacturing defect or by freight damage. If damage is noticed when unpacking, notify the delivery company immediately for inspection including photographs of the damages. All visible damage should be noted by the recipient on the freight bill before it is signed by the recipient and the delivery company if possible. Do not destroy packing materials until they are inspected. Any claims for loss or damage should be filed immediately with the delivery company making the delivery to your door. DO NOT REFUSE TO ACCEPT DELIVERY as this will cause unnecessary shipping expense for returns. If merchandise is returned without you first having contacted the shipping company for inspection, no claim can be filed. Shipments returned to STUDIO LUDDITE LLC's workshop without STUDIO LUDDITE LLC's consent in writing will be refused and either re-delivered or stored at Customer's expense.****

****WARRANTY****

****All items are warranted to be free of any material and manufacturing defects for two (2) years from purchase date under normal conditions. Items beyond two years will be considered on an individual case basis.****

****STUDIO LUDDITE LLC disclaims all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Accordingly, STUDIO LUDDITE LLC does not guarantee, warrant or represent an exact match to samples.****

****DISPUTES****

****All disputes which involve this Agreement shall be governed by the laws of the state of New York. This Agreement contains all the terms and conditions agreed upon by Customer and STUDIO LUDDITE LLC and supersedes Customer's purchase order. No modification to this Agreement shall be valid unless in writing and signed by both parties. Any controversy arising from this agreement shall be settled by arbitration which shall be conducted in the city of New York****