

## **Terms of Sale**

All handcrafted & custom made items sold by The Metal Peddler, Inc are subject to the following conditions.

### **1. Nature of handcrafted rustic pieces**

Our range hoods, counter tops & sinks are all custom built and handcrafted, that is we do not use presses, dies or other such equipment. While we make every effort to create the item proposed in the specifications, these items are rustic in nature and therefore may vary in color, pattern, shape, dimension or other finish. This, we believe, adds to the charm and appeal of a handcrafted item and we do not consider such irregularities to be defects. Therefore, all sales of handcrafted products are made on an as-is basis regarding all aspects of the finish. Due to the nature of handcrafted work, no two pieces will ever look exactly the same. While these means there is variance, it also means that you are buying a unique piece.

If you feel that such variances and irregularities will be unacceptable to you, please do not order a handcrafted item, instead you may be more comfortable with a more predictable production method or an "off-the-shelf" purchase from another manufacturer.

### **2. Warranty and Claims**

We guarantee our products against defects in material or workmanship for 1 year. Workmanship defects, for example, would include a splitting seam. Warranty claims do not include color or pattern variations or other such irregularities described in the paragraph above. Warranty for defects in material or workmanship do not cover misuse, improper installation, care, maintenance or handling of the item.

If you do not plan to install your item immediately, we urge you to inspect the item upon receipt and then carefully re-crate it and store in a clean, dry environment. Our warranty will not cover damage or discoloration that occurs due to improper storage.

If we determine that we have shipped items to you that do not match the contract or the specifications that we have agreed on as specified in the contract that you signed, we'll gladly correct the problem by replacement, repair, or refund, as we deem appropriate, and we will pay the freight.

We will not pay for a new crate so it is important that you not destroy your crate until you have examined the piece and are satisfied with your order. We recommend that you make every effort to report any warranty claim before installation to avoid the cost of un-installing the item. If the item has been installed, we will still honor any valid warranty claim but we will not pay or make allowance for un-installing or removing the item.

We may request that you email us photographs so that we can determine if the warranty claim is valid. If we deem that it is a valid claim by phone or email, we will determine how we will resolve it, either by local service, shipment back to us, or replacement. If we cannot determine definite validity of your claim over the phone, we will require that you ship the item back to us

## The Metal Peddler Inc, Terms of Sale & Warranty

for warranty determination at your expense. If we determine upon examination that your claim is valid, we will compensate you for the shipping. If we determine your claim is not valid, we will not pay the freight, and we will charge a service fee for checking your item plus a handling fee for the re-crating of your item. You will also have to pay for shipment back to you.

### **3. Fan inserts and blowers for range hoods**

Custom made fan inserts are covered by The Metal Peddler, Inc for one year and subject to the terms laid out in the above paragraphs. If your range hood includes a pre-fabricated insert and/ or blower by another manufacturer, all warranty claims must be addressed to that manufacturer.

On rare occasions, manufacturers of pre-fabricated inserts may change the dimensions and specifications of their inserts. In these cases, changes may need to be made to the dimensions of your hood to accommodate the insert.

### **4. Damage in transit**

If your item arrives and has been damaged in transit, please keep all packaging materials and the crate and contact us immediately.

### **5. Order Cancellation**

When you place your order you sign a production contract that is legally binding for both us and you, and that is subject to our disclaimer of handcrafted items in the first paragraph and our warranty and returns policy. We accommodate cancellations according to our progress and expenses incurred.

- If you wish to cancel your contract before you send your initial payment, you may do so without penalty.
- If you wish to cancel your contract for any reason after we receive your initial payment, but before planning or cutting phases, we will refund your deposit less a 10% cancellation fee.
- After we start planning or cutting metal, we will accommodate the cancellation subject to the 10% cancellation fee plus any cost of material or labor incurred at that point.
- Once production has begun, we consider your order non-cancellable, and we require payment in full within 7 days of completing the project. After 7 days, a storage fee of \$15 per day will be charged.

### **6. Upon completion**

Upon completion of the order, we will email you photographs of the finished product. Subject to our approval, if you feel the patina does not match your expectations, this will be the opportunity to request a change. Note that changes may be subject to fees. Bear in mind that lighting can affect the color in the photograph, as can different computer monitor settings.

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Client Initials \_\_\_\_\_

**7. Changes to your order**

If you wish to make any changes to the specifications of your order after your monetary deposit has been made, we will do our best to accommodate those changes if current progress of production allows and if there is room in the production schedule. Changes may be subject to an additional charge which is payable before changes will be made to the order. The changes must be submitted to us in writing and signed by all parties.

**8. Refunds, Returns, and Exchanges**

We do not allow return of handcrafted items for any reason other than stated above.

**9. After Sales Publicity and Photography**

Sometimes we publish photographs of our products on our websites and in other advertising venues, such as online directories or in magazines. Photographs of our products that are taken after shipping, for example when installed in the clients' home, may also be used by us in the same way. Any photograph taken by the client or an agent of the client (designer, contractor, architect) and then used in advertising on the internet or in magazines must also be supplied to us so that we may have the same advertising opportunities for our products.

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Invoice Number (SP)

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Name of Buyer (print)

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Signature & Date

Print all pages then sign & return to:

The Metal Peddler, Inc  
PO Box 107  
West Sunbury, PA 16061-0107