

TERMS & CONDITIONS

All sales of products by Studio Bel Vetro (“Products”) are made according to the terms and conditions stipulated herein. Prices and Product offerings are subject to change without notice. Studio Bel Vetro hereby gives notice of its objection to any different or additional terms and conditions. Sales of Product are expressly conditional upon the Purchaser’s assent to the terms and conditions set forth below.

Studio Bel Vetro reserves the right to make changes in design, construction and dimensions or to discontinue products without prior notice.

These terms and conditions supersede any prior agreements or correspondence between Purchaser and Studio Bel Vetro.

QUOTATIONS

Quotations expire sixty (60) days from the date of issuance and can be withdrawn by written notice anytime during that time.

PRICING

All prices are quoted designer net F.O.B. our Healdsburg, CA facility and are subject to change without notice. Prices do NOT include; storage, sales tax, freight or local delivery, packing costs, crating and/or uncrating or installation fees.

ORDERS

All orders to the trade must be in writing and must be accompanied by a valid resale certificate issued from the state in which the order originates. A purchase order is not binding on Studio Bel Vetro until the Purchaser’s full deposit and where applicable-all drawings and/or samples for approval have been received.

STANDARD AND CUSTOM ORDERS

Drawings and finish samples for approval are not required on standard orders. Custom orders will receive a drawing for approval within 2 weeks of deposit.

Any changes to the design, dimensions, materials or finish constitute a custom order. When custom orders require a drawing and/or finish sample, a signed approval must be received by

Studio Bel Vetro before an order can be started and therefore affects the commencement of the lead time. Please allow 2-4 weeks for completion of drawings and finish samples.

PAYMENT

Unless otherwise agreed in writing, Studio Bel Vetro requires a 50% deposit to initiate an order and the full remaining payment (including any applicable taxes, crating, packing, freight or delivery charges) before Product is released for shipment.

Past due accounts will be charged 1.5% of the purchase price, per month, until full payment is received. All costs associated with the collection of past due amounts, including reasonable attorney's fees will also be the responsibility of the Purchaser.

TAXES

All sales, use, excise and other taxes applicable to the sale of the Products must be paid by the Purchaser. If Purchaser claims an exemption from any tax, Purchaser must give Quintus written proof of such exemption certificates before any order will be shipped.

GLASS AND METAL FINISHES

Finish samples represent an average color. Finished pieces will vary in tone and color due to the natural characteristics of the materials. These variances are normal and acceptable. Due to the handmade nature of the products, small defects such as bubbles in glass are normal and not considered defects.

A charge of \$100 will be applied if a custom sample-for-approval (SFA) is required.

DIMENSIONS

Dimensions are given to the nearest half-inch. The final measurements of an item may vary slightly due to the handmade and hand assembled nature of the Product.

LEAD TIMES

Production time varies depending on the size and nature of the piece. The lead times described below are for general purposes.

Lead time for custom orders will be quoted on a per order basis.

Lead time begins upon receipt of 50% deposit. If order is custom, lead time begins with sign off on drawings and finish samples where applicable.

RETURNS

Product may not be returned. Any attempt at returning Product will result in the refusal of the shipment.

CHANGES AND CANCELLATIONS

Once a purchase order and deposit has been received, no changes are allowable without the Studio Bel Vetro's written consent. Changes to an order may affect the delivery date and purchase price. Expenses incurred because of the changes will be charged to the Purchaser.

Orders cannot be cancelled after the receipt of a deposit.

DELIVERY, FREIGHT CHARGES & CLAIMS

All orders shall be shipped F.O.B our Healdsburg facility. Purchaser is responsible for all delivery, packing, crating, special handling and shipping costs. Those costs must be paid in full prior to shipment.

Studio Bel vetro inspects all Product before it is released for shipment. Our responsibility ceases upon consignment to the carrier. Therefore, Studio Bel Vetro is not responsible for damage that occurs during transit or in storage. Purchaser must examine all Products upon receipt and file any claims with the carrier in accordance with that carrier's claims procedures.

Any claims against Studio Bel Vetro for apparent defects, errors or shortages must be made by Purchaser in writing within ten (10) working days after receipt. Failure to make a claim during the 10-day period will constitute acceptance of the Product and waiver of any apparent defects, errors or shortage.

STORAGE

Merchandise left uncollected at the Studio Bel Vetro warehouse for more than 30 days after notification of completion will be subject to a monthly storage charge equal to 2.5% of the net price of the Product.

Studio Bel Vetro may elect to store the Purchaser's Product at a third-party storage facility, in which case all expenses incurred in connection with storage, including but not limited to packing, crating, special handling fees and storage cases shall be payable by Purchaser upon submission of invoices by Studio Bel Vetro. Risk of loss passes to the Purchaser upon delivery of the Product into storage.

DESIGN PROTECTION

All designs contained herein are the proprietary property of Studio Bel Vetro. Any attempt to copy, reproduce or infringe upon the design integrity of our products without our written permission will be met with all legal recourse available. Studio Bel Vetro will defend its intellectual property to the fullest extent allowable by law.

LIMITED WARRANTY

Studio Bel Vetro warrants to the original Purchaser that the Product is free of defects in workmanship and materials for one (1) year from the date of purchase.

Should a failure in workmanship or materials appear during the one (1) year limited warranty period, Studio Bel Vetro will upon prompt written notice repair or replace, at its option and cost, the affected part or parts.

Exclusions to this warranty exclude the following: damage caused by or during packing, crating, shipping, delivery or installation; normal wear and tear or acts of omission of parties other than Studio Bel Vetro (including user modification); or any third-party material applied to Products; Products improperly installed; improper usage; and dramatic variations in temperature or other climatic/environmental conditions or exposure to unusual conditions.

THE EXPRESS WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided above are the Purchaser's sole remedies for any failure of Studio Bel Vetro to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided will constitute complete fulfillment of all liabilities of Studio Bel Vetro with respect to or arising out of the Product furnished hereunder.

TITLE

Title to the Product remains with Studio Bel Vetro until final payment has been received. Purchaser agrees to perform all acts that may be necessary to perfect and assure retention of title by Studio Bel Vetro.

DELAY/FORCE MAJEURE

Studio Bel Vetro is not liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control.

If any such event occurs, Studio Bel Vetro may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

COMPLIANCE WITH LAW

Purchaser is solely responsible for compliance with all applicable Federal, State and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance use and operation of Studio Bel Vetro's Products.

LIMITATIONS OF LIABILITY

Studio Bel Vetro is not liable to Purchaser for any special, indirect, incidental or consequential damages arising from a breach of this agreement. Purchaser's remedies set forth herein are exclusive and the liability of Studio Bel Vetro with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto will not exceed the price of the Product or part on which such liability is based.

MISCELLANEOUS

There is an additional 5% charge of the selling price for standard 220V wiring.

It is recommended that only licensed electricians install our lighting fixtures. All hanging fixtures must be professionally installed.

UI Listing- Studio Bel Vetro light fixtures may be UL listed for a fee. Contact the Studio for pricing.