

INDO LLC
TERMS AND CONDITIONS
2023

ORDER SUBJECT TO ACCEPTANCE

All orders are subject to acceptance by INDO LLC.

PRICES AND TERMS

Published prices are Net unless otherwise noted and are freight on board (FOB) origin. Prices do not include shipping charges, in-transit insurance, storage charges, sales or other taxes, local delivery, uncrating or installation.

PAYMENT

Production will not begin until a 50% deposit is received by INDO LLC. All accounts shall be paid net when invoiced. Orders must be paid in full, including shipping, handling, storage, taxes, and service charges prior to shipping.

RETURN POLICY

Due to the nature of our work, we are unable to accept returns or offer exchanges for reasons other than manufacturing defects or shipping damage.

CANCELLATION OF ORDERS

Cancellations must be made within 48 hours of confirmation of order. No cancellations will be accepted on rush orders. Once we have begun production on an order, cancellation is not possible.

Cancellations are not accepted for custom orders.

METHOD OF SHIPMENT/DELIVERY

Unless INDO LLC is otherwise notified by Purchaser's written instructions, freight arrangements shall be made by INDO LLC on Purchaser's behalf. All such delivery, packing, crating, shipping, insurance, applicable taxes, and similar charges are in addition to the stated purchase price.

DAMAGE

Damage must be documented and reported to INDO LLC within 48 hours of receipt of shipment. INDO LLC is not responsible for repair or replacement of damages reported after this time.

Damaged products must be returned within 7 days of notifying INDO LLC. If damage is apparent before opening the shipment, note it on the delivery receipt in order for the shipping carrier to honour a claim. Keep all the original packaging material and notify the carrier and INDO LLC in order to file a claim. Any delay or failure in documenting and reporting damage may invalidate a claim.

WARRANTY

Our items are guaranteed for one year upon receipt against any mechanical defects or technical failures. Should an issue arise with your product please inform us and we will replace or repair the defective component/item. Hard-wired light fixtures are UL listed for dry locations. Fixtures are labelled clearly with the maximum allowable wattage and use of higher wattage bulbs than indicated will forfeit warranty.

We cannot be held responsible for the following:

changes / patina to the surface of unsealed metals, changes or damage to the surface of stone due to use, damaged caused by improper care or cleaning solutions, damage caused by exposure to weather or improper environmental conditions, damage caused by improper assembly or installation, damage caused by typical wear and tear including but not limited to scratches, dents, etching or stains, damage caused to our fixture and/or fixture parts cause by improper use of light bulbs, cost of installation removal, re-installation, restoration or repair work.

FORCE MAJEURE

Due to the artistic and custom nature of our manufacturing process, all quoted completion and delivery dates are estimates only. INDO LLC shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond INDO LLC's reasonable control.

TAXES

Customers are responsible for all sales tax or related taxes that apply to their order. To obtain tax exemption, for resale purposes, a resale certificate must be provided.

TITLE/ RISK OF LOSS

Title to merchandise passes to the Purchaser upon INDO LLC's delivery to the freight carrier.

CLAIMS

There may be slight variations between the final product and a particular showroom sample or tear sheet with respect to the finish, colour, tone, graining, or precise measurements. Certain hand-made products are by nature irregular. INDO LLC's products will substantially conform to descriptions but are not guaranteed against wearing, colour fading or minor variation in wave, colour, tone, graining or precise dimensions. INDO LLC's liability shall not exceed the contract price actually paid to INDO LLC for such merchandise.

DISPUTES

All disputes which involve this Agreement shall be governed by the laws of the state of Rhode Island.