

# TERMS AND CONDITIONS

## TERMS

All John Pomp furniture and lighting is made to order. A deposit of 50% of sale price is required before work will commence. Lead time for production is 8-12 weeks (10-14 for non-standard finishes). Lead time commences at time of shop drawing approval. Shipping time is additional. Full payment, including state or local tax if applicable, crating, handling, storage and insurance (if applicable), shall be made by Customer and received by John Pomp before delivery or shipment to Customer. Rush orders will be assessed with an additional rush fee and expedited shipping fee.

## PRICES

All prices are to the trade, freight on board (F.O.B.) Philadelphia, PA. Prices do not include: shipping charges, storage, local delivery, cartoning, crating, packing, sales tax, or uncrating. Prices are in U. S. Dollars.

## ORDERING PROCEDURE

All orders must be in writing on order form, with name, purchase order number and full description of desired product included on your purchase order. Deposit check of 50% of sale price must accompany your order and be mailed to our office:

John Pomp

2135 E. Westmoreland Street

Philadelphia, PA 19134

Any alterations or deviation from the specifications involving extra costs will be executed only upon written orders and subject to additional charges and lead time. All pertinent information (checklists, drawings for reference, etc.) is required on orders before production can begin. Shop drawing approval process may affect lead time, if applicable. Shop drawings submitted for edits, comments or approval must be reviewed and sent back to the studio within 5 business days or less from receipt of initial drawings. Production commences once drawing is approved. Approved drawings must be signed, dated and sent back to John Pomp. Once final invoice is paid in full, a signed and dated release confirmation must be sent to John Pomp either via fax, email or certified mail. Fixtures are not adjustable on site.

Lead times will vary by product, the availability of materials and the current production schedule. All quoted completion dates are approximate and cannot be guaranteed until production commences. Rush fees can be assessed prior to placing an order and will be determined based off current production schedule.

Due to limited space in our studio, all orders must be shipped upon completion and final payment. Items not picked up within 20 days of completion will be subject to storage and handling fees. Minimum storage fees of \$250 per month, per item, will be added to your final invoice. No order will be released until storage fees have been paid.

Smaller items will ship via UPS, larger items will ship via freight. If white glove or expedited services are preferred, please specify prior to final invoicing. Delivery dates are approximate and John Pomp will not be responsible for any delay or failure to perform due to circumstances beyond our control. Standard transit for freight is 12-14 business days via. In all cases, it is the responsibility of the purchaser to determine if the size of the completed product can be accepted through entry doors. John Pomp does not accept responsibility or liability where on-site conditions and limitations prevent final delivery of items.

Our shipping and handling quotes do not include import duty and VAT. If International crate is required for final destination, it must be clearly indicated on the purchase order.

## DESIGNS / DIMENSIONS

All designs are the property of John Pomp. We reserve the exclusive right to produce these designs. Design details are subject to change without notice. All dimensions are approximate. Variations and imperfections are a regular occurrence with the glassblowing process and are integral to achieve the organic quality of our aesthetic.

John Pomp, or a member of John Pomp will be permitted to photograph the installed fixture upon completion of the project.

## LUMENAIRES

John Pomp operates as a UL Certified shop and all standard components used in our fixtures have been fabricated in accordance with UL regulations. UL listing will be automatically included for fixtures that meet UL regulations at no additional cost. UL listing information can be found in the John Pomp catalog.

## CARE AND MAINTENANCE

Wear nitrile gloves when handling all components of fixture, especially during installation. We recommend using denatured alcohol on all glass components. Cleaning the metal components depends on which finish your piece was made with. Satin chrome, satin nickel, satin brass, oil rubbed blackened steel, light oil rubbed blackened steel, oxidized brass and antique brass finishes can be cleaned using diluted Simple Green solution. DO NOT use acetone or mineral spirits to clean the metal components. Wires can be cleaned with denatured alcohol or your standard glass cleaner. Please refer to care & maintenance and lightbulb resource guide supplied in your shipment for more information regarding care of your product and replacement bulbs.

## CHANGES / CANCELLATIONS

Changes in orders are subject to prior written approval by John Pomp. Changes may affect the price and cause production/shipping delays. Cancellations accepted after production begins may forfeit deposit.

## RETURNS

We do not accept returns unless the order has arrived damaged. If there are circumstances that require us to accept a return, please note that this will be subject to a 25% restocking fee and the item must be in resalable condition. No returns will be accepted without prior written consent of John Pomp. Authorized returns must be shipped in accordance with shipping instructions issued by John Pomp. Unauthorized returns will be refused. If a rewire of a fixture is required, the original purchase order name/number must be referenced and a quote will be provided. The client will be responsible for repacking and returning the fixture. John Pomp is not responsible for any damage that may have occurred to the fixture upon original installation, de-installation, packing or return shipping. Therefore, once the fixture is received, John Pomp will notify the showroom and/or client of damage as well as any initial cost for touch-up or repair.

## FORCE MAJEURE

John Pomp is not liable for delays in shipping or failure to perform due to labor dispute, earthquake, acts of God, compliance with government regulations, or any other cause beyond our control.

## TERMS AND CONDITIONS (cont'd)

### CLAIMS

All orders are carefully inspected prior to shipment. Our products are packed to exceed UPS and freight shipping requirements and are packed free from defects. When the freight company or delivery service accepts your order the merchandise belongs to you. Purchases must be carefully inspected promptly upon delivery (within 7 business days). If there is any damage, you must describe the extent of damage on the delivery receipt, including photos of damage. All claims must be made in writing and delivered to the freight carrier and John Pomp within 10 days of receiving. Keep all packing materials included in original shipment and repack items the same way they came to return fixture.

### WARRANTY

John Pomp products are warranted against defective workmanship and materials for up to one (1) year from date of delivery. This warranty does not extend to customer-supplied materials. During the warranty period, John Pomp will, at its discretion, repair or replace defective merchandise free of charge. This warranty does not extend to damage resulting from shipping, faulty installation, accident, misuse, tampering, alteration, neglect or abuse, nor does it apply to unauthorized repairs. Natural imperfections, minor differences in color density of glass and variegation in metal patinas are inherent qualities of the materials and finishes used in hand made lighting fixtures and are not to be considered defects, therefore are not covered under warranty. In no event shall liability exceed the original purchase price of the lighting fixture(s). John Pomp is committed to producing the highest quality glass and metal products that are thoughtfully and carefully engineered.