

# Terms & Conditions

## terms:

General lead time for production is 8 -10 weeks (2-3 additional weeks for premium finishes and custom projects). Shipping time is additional and installation is not included. 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 un-crating. Prices are in U. S. Dollars. Quotes are valid for 60 days. All JohnPomp furniture and lighting is made to order.

## ordering procedure:

To place an order, a 50% (check or wire transfer only) deposit is due with Purchase Order from design firm and completed checklist. Checks and wire transfers must include PO # and project name. Check payments can be mailed to our office:

John Pomp  
1630 N. Mascher Street  
Philadelphia, PA 19122

Any alterations or deviation from original specifications will be executed only upon revised PO, checklist and subject to additional charges and lead time. All pertinent information (checklists, drawings for reference, etc.) is required before shop drawing can be produced. Shop drawing approval process may affect lead time and colors on drawing are not representational of final product. 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. Any mark-up or alteration to a shop drawing will require a drawing revision. Production and lead time will commence once drawing is approved and all details are received. Approved drawings must be signed, dated and sent back to John Pomp.

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. If international crate or white glove services are required, it must be listed on PO. 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. Please allow 7 business days from order release and completion date for packing and crating prior to shipping from our facility. Fixtures are not adjustable on site, with the exception of air craft cable suspensions which can be leveled and adjusted on site for installation purposes. 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 are to be assessed prior to placing an order and will be determined based off current production schedule and will be assessed with an additional rush fee and expedited shipping fee.

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 7 business days via All States. 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.

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

## luminaries:

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. Refer to John Pomp catalog for UL information.

## care & maintenance:

Please refer to care & maintenance and lightbulb resource guide supplied in your shipment for additional 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 prior to production are subject to \$250 fee and cost of drawings provided. Cancellations accepted after production begins may forfeit deposit.

# Terms & Conditions

## 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.

## 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 and variegation in materials are inherent qualities of the materials and finishes used and are not to be considered defects, therefore are not covered under warranty. Variations and imperfections are a regular occurrence of the handmade process and are integral to achieve the organic quality of our aesthetic. In no event shall liability exceed the original purchase price of the lighting fixture(s). All work to be completed in a professional manner according to standard practices and tolerances. John Pomp is committed to producing the highest quality products that are thoughtfully and carefully engineered.