

# **POLICIES**

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## **ORDERING, PAYMENTS, AND RETURNS**

### **PROCESS TO ORDER AND GET STARTED**

THE BEST WAY TO GET STARTED IS TO SEND US DRAWINGS WITH ALL THE MEASUREMENTS BY FAX OR EMAIL, ESPECIALLY IF YOU ARE WANTING A LARGER PIECE OF COPPER WORK SUCH AS A SINK OR RANGEHOOD. A PHONE CALL WITH YOUR DIMENSIONS WILL SUFFICE FOR A QUOTE ON SMALLER COPPER ITEMS. ALL OF OUR ITEMS ARE MADE ONE AT A TIME TO CUSTOM SIZES. WE WILL SEND YOU A SALES ORDER BY FAX OR EMAIL WITH ALL OF YOUR SPECIFICATIONS FOR YOU TO SIGN AND RETURN BEFORE WE START THE PROJECT.

### **METHOD OF DELIVERY**

WHENEVER POSSIBLE, DOMESTIC SHIPMENTS WILL BE MADE VIA UPS. IT IS OUR POLICY TO SHIP VIA THE MOST ECONOMICAL MEANS POSSIBLE. AIR FREIGHT SHIPMENTS AND OPTIONAL EXTRA FAST DELIVERY SERVICES FROM SOME SHIPPERS ARE AVAILABLE UPON REQUEST AT ADDITIONAL COST TO THE PURCHASER. EXPORT SHIPMENTS MUST BE ARRANGED ON AN INDIVIDUAL SHIPPING DESTINATION BASIS.

### **WHEN CAN YOU EXPECT DELIVERY?**

DEPENDING ON SIZE AND COMPLEXITY, SOME CUSTOM COPPER ITEMS MAY TAKE SEVERAL WEEKS TO BE FABRICATED. CIRCLE CITY COPPERWORKS WILL MAKE EVERY EFFORT TO SHIP A FINISHED PRODUCT WITHIN 24 HOURS OF COMPLETION AND RECEIPT OF FINAL PAYMENT. WHENEVER POSSIBLE, PLEASE ORDER BEFORE TWELVE NOON (EST) TO SAVE ONE DAY SHIPPING TIME. CALL TO CONFIRM PRODUCT AVAILABILITY, SHIPPING INFORMATION AND ANY ADDITIONAL CHARGES FOR SPECIAL DELIVERY.

### **PAYMENT AND WARRANTY**

WE REQUIRE A 50% DOWN PAYMENT ON YOUR ORDER BEFORE WE START AND THE FINAL 50%, PLUS SHIPPING, BEFORE WE SHIP. WE WILL, IN MOST CASES, SEND YOU AN EMAIL WITH A PICTURE OF YOUR PRODUCT BEFORE SHIPPING. THE SHIPPING COSTS WILL BE ADDED TO THE PRICE WHEN THE PRODUCT IS CRATED AND WEIGHED. TO EXPEDITE THE SHIPPING OF YOUR PRODUCT, THE PREFERABLE MEANS OF PAYMENT WOULD BE VISA OR MASTERCARD. IN SOME INSTANCES, WE ACCEPT PAYMENT BY CHECK BUT WILL NOT SHIP UNTIL THE CHECK HAS CLEARED.

WE PROVIDE A LIFETIME WARRANTY ON ALL OF OUR PRODUCTS FROM ANY MANUFACTURING DEFECTS\*. \*THIS WARRANTY COVERS ANY DEFECT EXCEPT FOR THE PATINA. IF A PRODUCT PATINAS DIFFERENTLY BECAUSE OF EXPOSURE TO CERTAIN ELEMENTS, GIVE US A CALL IMMEDIATELY. WE CAN TALK YOU THROUGH FIXING THIS OVER THE PHONE. WE CAN EVEN SEND YOU SOME PATINA SOLUTION TO HELP YOU FIX THE DISCOLORED AREA.

IF THERE IS ANYTHING THAT IS NOT CONSISTENT TO YOUR SIGNED SALES ORDER (DIMENSIONS WITHIN 1/16", ANGLES WITHIN 1 DEGREE), WE WILL RECTIFY THE PROBLEM BY REPAIR, REPLACEMENT OR REFUND AS WE DEEM APPROPRIATE. WE RESERVE THE RIGHT TO HAVE THE OPPORTUNITY TO REPAIR THE ITEM BEFORE WE AUTHORIZE A RETURN.

WE WILL PAY FOR THE SHIPPING BACK TO US, BUT PLEASE RE-USE THE SAME CRATE. BE SURE YOUR PRODUCT IS CORRECT TO YOUR SPECIFICATIONS BEFORE YOU DESTROY THE CRATE. IN ADDITION, IT IS BEST TO INSPECT THE PRODUCT BEFORE IT IS INSTALLED. WE WILL STAND BY OUR WARRANTY AFTER IT IS INSTALLED BUT WILL NOT PAY FOR REMOVAL OR RE-INSTALLATION CHARGES.

IF WE CANNOT VALIDATE YOUR CLAIM OVER THE PHONE AND/OR THROUGH EMAIL AND PICTURES, YOU WILL NEED TO SHIP THE PRODUCT BACK TO US TO BE INSPECTED AND TO BE DETERMINED BY US IF THIS IS A VALID CLAIM. YOU WILL NEED TO PAY THE SHIPPING TO RETURN THE PRODUCT, AND WE WILL REFUND SHIPPING IF THIS IS A VALID CLAIM. WE WILL CHARGE A \$50 FEE FOR INSPECTION AND RE-CRATING IN THE INSTANCE OF AN INVALID CLAIM. IN ADDITION, YOU WILL BE RESPONSIBLE FOR THE SHIPPING CHARGES TO HAVE THE PRODUCT SHIPPED BACK TO YOU.

**WE WILL NOT ACCEPT ANY PRODUCTS BACK WITHOUT A RETURN AUTHORIZATION NUMBER ON THE OUTSIDE OF THE BOX (THAT WE HAVE GIVEN TO YOU BEFORE SHIPPING).**

## **CANCELLATIONS**

ONCE YOU HAVE GIVEN US A 50% DOWN PAYMENT, WE DO NOT ACCEPT CANCELLATIONS. WE DO NOT TAKE ANY MONEY UNTIL WE ARE READY TO START YOUR ORDER, HAVE PURCHASED THE MATERIALS AND HAVE STARTED CUTTING METAL.

## **NEW CLAIMS HANDLING**

PLEASE COUNT AND INSPECT YOUR ORDER IMMEDIATELY UPON ARRIVAL. FREIGHT COMPANIES WILL NO LONGER PAY FOR ANY CLAIMS MADE PAST 10 DAYS FROM THE DATE OF SHIPMENT! ANY DAMAGE FOUND AFTER THIS 10 DAY PERIOD WILL BE THE CUSTOMERS RESPONSIBILITY. YOU MUST KEEP ALL OF THE SHIPPING BOXES, PACKING MATERIAL AND THE DAMAGED ITEMS FOR THE CARRIER TO INSPECT BEFORE ANY REIMBURSEMENT OR CREDIT WILL BE MADE TO YOUR ACCOUNT. **IF THE SHIPPING BOX OR CRATE IS DAMAGED UPON ARRIVAL, AND DAMAGED GOODS ARE SUSPECTED, IT MUST BE NOTED WITH THE FREIGHT COMPANY AT TIME OF DELIVERY AND WRITTEN ON THE DELIVERY TICKET. THE FREIGHT COMPANY WILL NOT ACCEPT AN INSURANCE CLAIM ON DAMAGED GOODS DUE TO SHIPPING AFTER THIS TIME.**

## **REFUNDS AND RETURNS**

WE MAKE EACH OF OUR PRODUCTS ONE AT A TIME TO YOUR SPECIFICATIONS. WE WILL CONTINUE TO KEEP YOU INFORMED AS TO WHAT YOU ARE BUYING FROM US WITH

PHONE CALLS, EMAILS, AND/OR PICTURES. WE DO NOT ISSUE REFUNDS ON OUR PRODUCTS IF EVERYTHING IS MANUFACTURED TO YOUR SPECIFICATIONS ON THE SIGNED SALES ORDER. THE ONLY EXCEPTION TO THIS WOULD BE A "WARRANTY" ISSUE THAT WE WILL TRY TO RECTIFY AS STATED ABOVE. WE RESERVE THE RIGHT TO REPAIR ANY ITEM WITHIN WARRANTY BEFORE A REFUND WILL BE AUTHORIZED.

WHEN YOU SIGN THE SALES ORDER, WE WILL MAKE YOUR PRODUCT ACCORDING TO THE SPECIFICATIONS DISCUSSED AND WRITTEN ON THE ORDER.

## **DISPUTE RESOLUTION**

APPLICABLE LAW. THIS TRANSACTION SHALL BE GOVERNED BY, AND THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. IF ANY PROVISION, CLAUSE OR PART, OR THE APPLICATION THEREOF UNDER CERTAIN CIRCUMSTANCES, IS HELD INVALID, THE REMAINDER OF THIS AGREEMENT OR THE APPLICATION OF SUCH PROVISION, CLAUSE OR PART SHALL NOT BE AFFECTED THEREBY. EACH PARTY CONSENTS AND AGREES THAT MARION COUNTY, INDIANA SHALL BE THE EXCLUSIVE, PROPER, AND CONVENIENT VENUE FOR ANY LEGAL PROCEEDING IN FEDERAL OR STATE COURT RELATING TO THIS AGREEMENT, AND EACH PARTY TO THIS AGREEMENT WAIVES ANY DEFENSE, WHETHER ASSERTED BY MOTION OR PLEADING, THAT SUCH COUNTY IS AN IMPROPER OR INCONVENIENT VENUE. FURTHERMORE, EACH PARTY AGREES TO PERSONAL JURISDICTION IN THE STATE OF INDIANA, IN THE STATE OR FEDERAL COURTS OF MARION COUNTY.

ATTORNEYS' FEES. IF ANY SUIT OR ACTION SHALL BE INSTITUTED TO ENFORCE OR INTERPRET THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ALL COSTS, FEES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND PARALEGALS' FEES, EXPENDED AS PART OF SUCH ACTION OR SUITE INCLUDING ANY APPEAL THEREOF.

## **PURCHASING HANDMADE PRODUCTS**

PLEASE BE AWARE THAT ALL COPPER SINKS, RANGE HOODS AND COUNTERTOPS HAVE A FINISH THAT IS BY NATURE VARIABLE IN COLOR AND PATTERN. CCC WILL OFTEN APPLY A PATINA COLOR AND SOMETIMES WAX TO THE COPPER. HOWEVER, PLEASE BE AWARE THAT WE ARE NOT RESPONSIBLE FOR THE CHANGE IN COLOR OF OUR ITEMS, AS THEY ARE A NATURAL PRODUCT WITH A LIVING FINISH. THEREFORE, ALL SALES OF OUR PRODUCTS ARE MADE WITH THE UNDERSTANDING THAT COPPER AS-IS BASIS REGARDING ALL ASPECTS OF THE FINISH. WE WILL ALLOW REFUNDS AND EXCHANGES OF THESE ITEMS STRICTLY ACCORDING TO OUR REFUNDS, RETURNS AND EXCHANGES POLICY ONLY (DETAILED IN THE PARAGRAPH ABOVE). FINISH COLOR AND PATTERN VARIATIONS DO NOT QUALIFY AS WARRANTY CLAIM CONDITIONS. WE WILL NOT EXCHANGE OR ACCEPT RETURNS ON THESE ITEMS AT NO CHARGE. WE WILL ATTEMPT TO RE-WORK THE FINISH IF FOR SOME REASON THE COLOR IS NOT WHAT YOU ARE LOOKING FOR WHEN DELIVERED. PLEASE ASK TO SEE A PHOTO OF THE ITEM PRIOR TO IT LEAVING, IF WE HAVE NOT ALREADY OFFERED. WE WILL NOT PAY FOR SHIPPING TO OR FROM CCC'S LOCATION FOR A RE-FINISH.

ALL OF OUR SINKS ARE HANDMADE AND WELDED. IF YOU ARE EXPECTING THE LOOK OF A TYPICAL PRESSED SINK, WE DO NOT MANUFACTURE THAT WAY. IT IS NOT POSSIBLE TO MAKE A CUSTOM SINK IN THE SIZES AND VARIATIONS THAT WE DO, AND PRESS THEM SEAMLESS. WE WILL WELD, GRIND, BACKFILL, AND RE-GRIND ALL SEAMS TO A

NEAR SEAMLESS VIEW. THOUGH, YOU MAY BE ABLE TO SEE THE SEAMS WITH THE NAKED EYE. IF YOU ARE LOOKING FOR THE LOOK OF A PRESSED SINK, WE RECOMMEND THAT YOU BUY A FOREIGN-MADE, COPPER-LIKE STAMPED PRODUCT. WHILE LIKELY NOT 100% COPPER, THERE ARE SOME FOREIGN COMPANIES THAT DO MASS RUNS OF STAMPED SINKS. WE WILL NOT ACCEPT RETURNS ON CUSTOM SINKS, UNLESS WE HAVE MADE AN ERROR IN MEASUREMENT OF OVER ¼". YOU SHOULD HAVE OUR SINK IN HAND, TO USE AS A TEMPLATE, PRIOR TO CUTTING ANY SURFACE OF YOUR COUNTERTOP. WE ALL KNOW: MEASURE TWICE, CUT ONCE, RIGHT? THANKS!

**MECHANICAL FEATURES**

MANY OF OUR CUSTOM COPPER PRODUCTS ARE MADE WITH ELECTRICAL, HVAC, AND/OR PLUMBING PARTS OR FEATURES. WE NEED OUR CUSTOMERS TO UNDERSTAND THAT CCC IS A CUSTOM METAL FABRICATOR ONLY, AND IS NOT LICENSED NOR INSURED FOR PLUMBING, HVAC, OR ELECTRICAL INSTALLATION. MANY TIMES CCC WILL PURCHASE AND INSTALL DRAINS, RANGE HOOD BLOWER PACKS, OR LIGHTING FIXTURES INTO OUR PRODUCTS. CCC CANNOT BE LIABLE FOR ANY ELECTRICAL, PLUMBING, OR HVAC ISSUES THAT ARISE FROM THESE FEATURES. WE STAND 100% BEHIND OUR CUSTOM PRODUCTS THAT WE FABRICATE. HOWEVER, IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A LICENSED CONTRACTOR INSTALL AND INSPECT ALL MECHANICAL FEATURES OF OUR PRODUCTS BEFORE AND AFTER INSTALLATION TO ABIDE BY ALL INDUSTRY STANDARDS AND LOCAL BUILDING CODES.

**CIRCLE CITY COPPERWORKS EMBLEM**

EVERY PRODUCT THAT WE FABRICATE HAS AN EMBLEM PERMANENTLY SOLDERED TO IT. THIS IS STANDARD FOR ALL OF OUR PRODUCTS, JUST LIKE WHEN YOU PURCHASE AN APPLIANCE AND IT HAS THE COMPANY'S TAG ATTACHED TO IT SOMEWHERE ON THAT PRODUCT. IF YOU SEE OUR PICTURES OF OUR PRODUCTS ON THE WEBSITE, IT WILL BE A VERY SMALL BRASS OVAL WITH OUR COMPANY LOGO STAMPED IN IT. IF YOU WOULD LIKE US TO LEAVE THE EMBLEM OUT, PLEASE MAKE US AWARE OF THIS WHEN WE ARE FINALIZING YOUR PURCHASE.

**BY SIGNING AND DATING BELOW (OR SENDING AN EMAIL STATING THAT YOU ACCEPT THESE TERMS), YOU ARE STATING THAT YOU HAVE READ AND ACCEPTED THE TERMS ABOVE:**

**SIGNATURE:\_\_\_\_\_ DATE:\_\_\_\_\_**