

# terms and conditions

THE  
FINIAL  
COMPANY

## general information

### PRICING AND TERMS

Prices found in The Finial Company Price List are our Suggested Retail Prices. Prices are subject to change without notice. Prices are quoted exclusive of Freight and Packaging. The Buyer should always inspect the product upon receipt.

IMPORTANT: Please note that your order will be placed with an authorized Finial Company Distributor. While most of the following will generally apply, your distributor may have terms and conditions of the sale that will vary from what is stated here.

**RUSH ORDERS:** Rush orders are available. An additional 30% charge applies to product and all fees excluding Freight and Packaging. Rush orders will ship within 5 business days. The 30% rush charge is available for all product except arch rods, bay windows, custom brackets, and mitered returns. If an order is received after 12:00 C.S.T., the next business day will count as the first day of production.

IMPORTANT: Please note that rush orders are not always available due to the nature of scheduling in a strictly custom manufacturing environment. Processing time for a rush order is in Business Days, (excluding holidays) not calendar days.

**SHIPPING:** All hardware orders are shipped FOB Dallas, Texas. Poles over 96" MUST be shipped by common carrier. Please see The Finial Company Retail Price List for applicable Freight and Packaging fees.

### RETURNS, CHANGES & CANCELLATIONS

All orders are considered "CUSTOM". No changes or cancellations will be accepted on orders that have begun production. All returns must be authorized by The Finial Company customer service department, and are authorized at our discretion, given the circumstances and nature of each custom order.

Restocking fees of 40% apply and the customer prepays freight. A Return Authorization Number (RA#) must be issued by customer service and the RA# must be noted on all return packages. Return Credit is issued on returned goods that are inspected and deemed undamaged. Customers should exercise care to adequately package return goods. Return Credit will not be issued for unauthorized returns or damaged returns.

### DAMAGED GOODS

Immediately upon receipt, your order should be inspected to insure that there is no concealed damage from shipping. Claims on damaged merchandise must be made within 15 days of receipt. No claims after 15 days will be accepted. If your order is damaged in shipping, carriers require that ALL packing materials be kept in order for a representative to inspect the goods. Our policy is that we replace damaged product per the original order.

Please note on the Bill of Lading if there is any possibility of concealed damaged.

### PRODUCT INFORMATION

**WOOD POLES AND TRAVERSING RODS:** Wood poles and traversing rods are sold in 2 foot increments, 2 foot minimum. We will cut your pole to specification, but we do not save or ship the fall off.

**STEEL POLES:** All steel poles are sold in 1 foot increments, 2 foot minimum. We will cut to your specification, but we do not save or ship the fall off.

**SUPPORT BRACKETS:** We recommend support brackets every 3-4 feet.

**INSTALLATION:** Mollie bolts and nail anchors are recommended for all installations, but are not included. We strongly recommend using a professional installer for our hardware.

**FORCE MAJEURE:** The Finial Company is not liable for any performance failure that arises from any cause not within its control.