

# TERMS AND CONDITIONS

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**THANK YOU** Thank you for choosing popham design handmade concrete tiles for your project. We take you and your order seriously. Our aim is that you are seriously happy with your tiles and with the experience of working with popham design.

popham design encaustic concrete tiles are meticulously hand crafted in Marrakech by our skilled artisans, a labor of love that takes three to five minutes per tile. Like the best handmade products, our tiles are perfectly imperfect. One of the appealing aspects is the fact that no two tiles are ever the same. Our tiles are made from cement, marble, pigments and our special "sauce," a few additives for strength and durability. Given the ingredients and the hand made production, are are a few things you should expect: subtle color and line variation, mild differences in dimensions and thickness, and occasional chipped or irregular edges. These subtle variations and irregularities are a natural aspect of our handmade product, lending an authentic charm to every installation. When considered tile by tile, the variations can be alarming, but a tile installation is the sum of its parts. When dispersed across a floor or wall, the variations result in depth and movement. Also, concrete tiles improve with time and wear, acquiring an exceptional patina and singular texture.

**ORDERING** Although we may have assisted in preparation of quantities for your order, all quantities must be verified by your designer, architect, contractor, installer or equivalent, as we will not be held responsible for discrepancies. We recommend ordering at least ten percent (10%) overage to account for cuts and other waste. Our minimum order for custom concrete tiles is 5 boxes.

**PAYMENT** All orders are to be paid 100% in full at the time the order is placed.

**SHIPPING + DELIVERY** Immediately upon delivery, please review the shipment for accuracy of materials ordered, including quantity, quality, and color, and for any shipping damage. Contact your sales representative immediately if any problems exist. All freight damage claims must be presented in writing to popham design and any delivery carrier within five (5) days of receipt of material. Any damage that is apparent upon delivery must be noted on the freight carrier delivery receipt. Purchaser is responsible for additional freight costs associated with shipments en route for 1) re-consignment fees for changing delivery address; 2) re-delivery fees where failed delivery attempts occurred; 3) additional expediting and/or special delivery requirements. popham design assumes no liability for direct, indirect, special or consequential damages, lost working time, or any expenses that relate directly or indirectly to variations in delivery dates and times or in the event of a delivery being delayed, postponed or incorrect.

If in error we ship incorrect tiles, or do not ship the full quantity of your order, you must notify us within 30 days of receipt of the order. Replacement items will be shipped via the same shipping method as the original order at no cost.

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**INSTALLATION** popham design does not accept responsibility or liability for installation, sealing or refinishing of any product. Material should be installed by pulling from all crates or boxes to ensure optimal blending of shade variation. No adjustment can be made once material has been installed.

**RETURNS + CANCELLATIONS** Custom (special) and non-stock orders: No returns will be accepted. These orders are non-cancelable. Los Angeles Stock orders (after shipment to customer): No returns are accepted after 30 days. Returns will incur a 20% restocking fee, plus freight to and from the shipping location. Returns must be in original condition and packaging to qualify. No credit given for product returned in non-saleable condition. Stock orders (prior to shipment to customer): Full payment and shipment of merchandise must be made within 60 days of the initial order date, except where shipment cannot be made due to lack of inventory. Merchandise not shipped within 60 days of the initial order date is subject to cancellation and a 25% forfeiture fee. Pre-arranged storage requires Purchaser communicate with sales associate to obtain approval from popham design and is subject to warehouse storage fees.

**WARRANTY** popham design products carry a One Year Limited Warranty unless otherwise noted. Products should be inspected prior to installation and any defects must be reported at that time. Installation constitutes acceptance of the product.

popham design products are warranted to the original consumer Purchaser to be free from defects in material and workmanship for one (1) year from initial shipment date. Other than the costs covered by the warranty noted above, popham design. is not liable for any direct or indirect costs associated with the repair or replacement of the product including removal, installation or reinstallation of the product.

Product damage caused by improper installation methods, installing in unsuitable environments, other misuse, abuse, accident, or improper maintenance is not covered by this warranty. variations in color, shade, tonality, crazing, and texture are inherent characteristics thereof and are not defects. variations in facial dimensions and thickness will be allowed as per industry standards. No warranties are made against crazing, scratching or wear due to: improper installation including improper alteration of the surface with sealers or grout, falling objects, abuse, misuse, exposure to extreme temperatures, using improper chemicals or compounds, non-foot traffic wear or other similar incidents.