

## TERMS AND CONDITIONS

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH CONSTRUCTION WINDOWS LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through [www.sanssoucie.com](http://www.sanssoucie.com) (the "Site"). These Terms are subject to change by SANS SOUCIE ART GLASS (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site (see Section 8).

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
2. Returns, Exchanges & Cancellations. ALL PRODUCTS ARE CUSTOM MADE TO ORDER PER YOUR SPECIFICATIONS, THEY CANNOT BE CHANGED, CANCELLED OR RETURNED FOR ANY REASON, after 24 hours of placing the order.
3. Shipments; Delivery; Inspection.
  - a. Delivery is Curbside only. The driver is not responsible to take the shipment from the curb, inside your home or business. If they do, it's considered an "inside delivery" and a minimum charge of \$120 will be charged to your card to cover the additional service.
  - b. Delivery points (e.g. job sites) must be accessible for delivery by a 52 foot semi truck. If not accessible, you will need to coordinate new delivery site directly with the freight company, but additional charges will incur, due to change of delivery point, if there is one.
  - c. The customer or an authorized customer representative must be present at delivery to conduct visual inspection of products. Any damage not noticed during initial inspection process must be reported to us within 24 hours of delivery of product, or the claim may be denied.
4. Glass & Glass Surfaces. The glass surface that will feature etching, carving, painting or other textures is at the discretion of Sans Soucie, and varies by effect and product type, as per our determination of what will achieve the optimum look and preservation of the art. In most cases the sandblasted surface will be to the INside of the home or room, with the smooth glass surface facing the OUTside. For showers, sandblasting and all art will be applied to the outside, exterior surface. Tables, the underside surface. Dual Pane units with painted glass, will have the art (the painted surface) sealed to the inside surface of the unit.
5. Prices and Payment Terms
  - a. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

- b. We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.
  - c. Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.
  - d. SINCE PRODUCTS ARE CUSTOM MADE TO YOUR SPECIFICATIONS, NO REFUNDS OR EXCHANGES ARE POSSIBLE EXCEPT FOR WARRANTY REPAIR. You are responsible for confirming all order details, including measurements, are accurate prior to completing order. Any changes must be submitted prior to final order being placed. All orders must be paid in full when the order is placed.
  - e. Products shown on Site are sample photographs and do not reflect an exact representation of actual product you have ordered. The glass types and sandblast effects will be as described per your selection, however variances like the appearance of shades of color, and the design scale will vary from the website image to the actual product.
6. Manufacturer's Warranty and Disclaimers.
- a. The availability of products or services through our website does not indicate an affiliation with or endorsement of any product, service or manufacturer. The door material, glass and hardware offered on our website are covered by the manufacturer's warranty as detailed in the product's description on our website and included with the product.
  - b. The sandblasted art has a Lifetime warranty.
  - c. The painted surfaces warranty is limited to workmanship. Our paint warranty covers painting defects, but does not cover areas of fading and/or damage due to normal wear and tear, abuse, weather or accidental damaging occurrences.
  - d. To avoid warping and qualify for repair or replacement of all wood, primed and fiberglass doors and door frames, doors must be painted or stained within 2-3 days of receipt of order, and also must be stored laying down perfectly flat, not leaning against a wall.
7. **Limitation of Liability. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT SALABILITY, MERCHANTABILITY, AND COMPLIANCE FROM THE MANUFACTURERS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY , FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.**
- The limitation of liability set forth above shall : (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.
8. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
9. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
10. **Dispute Resolution and Binding Arbitration.**
- a. **YOU AND SANS SOUCIE ART GLASS ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS**

**THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

- b. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Section 11. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

We will be responsible for paying any individual consumer's arbitration fees. If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

- c. You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

- d. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR SANS SOUCIE ART GLASS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Sans Soucie Art Glass Studios, Inc.
13. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.
14. Notices.
- a. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to [sales@sanssoucie.com](mailto:sales@sanssoucie.com) ; or (ii) by personal delivery, overnight courier, or registered or certified mail to: Sans Soucie Art Glass Studios, Inc., Palm Desert, CA 922111. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by e-mail or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
  16. Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.
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