By purchasing, the client, designer(s) and assigns, jointly and separately, accept the following TERMS + CONDITIONS:

BYZANTIVM HOSPITALITY

CUSTOM DECORATIVE ILLUMINATION + FF&E

WWW.BYZANTIVM.COM
+1 305 503 5779
MIAMI, FLORIDA, USA

DEPOSITS
1.1 20% payment required to begin shop drawings.
1.2 30% payment required to begin manufacturing
1.3 Final 50% payment due before freight on board ship.
1.4 A 100% advance payment is required on all COM if ordered through BYZANTIVM.
1.5 A 100% advance payment is required on all samples
1.6 No product will be rendered to shipper with unpaid balances.

PAYMENT
2.1 BYZANTIVM retains a security interest lien in all items until payment in-full is received. All warranties are void until receipt of complete payment.
2.2 The remaining balance of the total invoiced amount must be paid in full at least two (2) days prior to delivery, via domestic or international wire. ACH transfers should allow for up to one week to clear and settle, no exceptions.
2.3 Checks may be accepted, only if received two weeks before due-date. A returned check fee may be charged to the extent allowable by state law.

CANCELLATIONS AND CHANGES IN THE ORDER
3.1 Once an order is placed for a custom piece, and materials have been procured, any changes or cancellations will incur reasonable costs for client. All custom orders are non-refundable. Furthermore, if BYZANTIVM has produced a custom design drawing based on client's original request and project specifications, and the client changes their mind, BYZANTIVM will charge the client $150.00 for the drawing and another $150.00 for new changes to the drawing that were not part of the first agreement, plus any additional material+work costs for new design. Any changes to design may incur additional costs and manufacturing delays. COM orders that are placed through BYZANTIVM may not be canceled.
3.2 Production lead time starts after ALL of the following are completed: approval of drawings, material submittals with approval, and advance payment.
3.3 Should, for any reason, BYZANTIVM be obligated to provide refund for fixtures manufactured and provided to client, client and/or assigns jointly and independently acknowledge and accept that BYZANTIVM shall only be responsible for refund of fixtures, and not for any shipping charges, taxes, duties, customs fees, storage, other logistics-related costs, or any portion of the de-installation and/or installation costs.

WARRANTIES
4.1 Unless otherwise indicated on the preceding page(s), limited warranty on electrical product is 3 years from date of receipt of product, and only covers manufacturer's defects. Discrete, push-in or screw-in light bulbs, whether furnished by BYZANTIVM or not, are not covered by warranty.
4.2 Color and grain variations in wood, leather, stone and artisanal, hand-crafted finishings cannot be construed as defects. Additionally, the inherent characteristics of fine wood affect how they absorb stains. As a result, BYZANTIVM cannot ensure the exact match of related pieces. Due to the fact that we use natural materials in some cases, which may have inherent defects, we cannot be held responsible for such defects. However, after inspecting such defects, it will be in the sole discretion of BYZANTIVM to remedy, or to not remedy at BYZANTIVM's expense.
4.4 BYZANTIVM does not warranty any damage due wear and tear.

DELIVERY, INSTALLATION, AND OTHER MISC. SERVICES
5.1 Unless otherwise indicated on the preceding page(s), to-door delivery and installation are not included.
5.2 BYZANTIVM does not offer installation services, but supervision of assembly and/or installation is available for an additional charge.
5.3 Client is responsible for verifying, in advance of product design, building access and ensuring products (and, if required, machinery + equipment for installation) will fit through doorways, stairways and elevators. If a delivery attempt is made and product does not fit, the cancellation and redelivery fee will be the sole responsibility of Client. Client and/or assigns shall be fully responsible for disassembly and reassembly of the items to fit into the appropriate openings, and shall be fully responsible for any damage incurred in said disassembly, re-assembly, and moving.
5.4 For deliveries cancelled within 24 hours of scheduled delivery, Client is subject to a rescheduling fee, equal to the delivery charge. A rescheduling fee may also be imposed if no one is available to accept a confirmed delivery or accompany the driver into the property.
5.5 Delivery may be made by delivery provider during inclement weather. We reserve the right to suspend or cancel any and all deliveries at any time to protect the safety of our delivery providers.
5.6 Delivery provider will make best efforts to manufacture product and deliver product within the proscribed time. However, should delays occur that are out of BYZANTIVM's control, including but not limited to Force Majeure, BYZANTIVM cannot be held responsible for costs incurred due to those delays.
5.7 BYZANTIVM is not responsible for the moving or removal of debris or other items at location in preparation for delivery and/or installation. The area for installation should be clear and prepared by Client. Any fees stemming from client-driven delays of unloading shall be the full responsibility of client.
5.8 BYZANTIVM shall not be responsible for damage your property by delivery providers.
5.9 Please inspect your merchandise carefully. We are not responsible for any item once received and signed off by client or client agent.
5.10 Shipping quotations are best-efforts estimates, and are subject to variations outside of BYZANTIVM's control. If Client is not satisfied with the shipping rate provided, Client is encouraged to contract their own freight forwarder.
5.11 Tariff schedules are subject to change. BYZANTIVM cannot be held responsible for changes in duties. Should BYZANTIVM perform customs clearance services on behalf of Client, and cover the costs of all customs-related expenses, Client shall reimburse BYZANTIVM in full for such expenses, including customs duties, fees, port maintenance charges, demurrage, and customs storage costs, if any.
5.12 If product is delivered to client, and client is unable to take receipt of product, client shall be responsible for costs of storage of product, to be paid in-full before re-delivery.

GENERAL
6.1 Unless otherwise indicated on the preceding page(s) product does not include UL/ETL/CSA listing.
6.2 By executing upon this invoice, Client agrees to indemnify and hold harmless BYZANTIVM & its assigns of any liability from any claims of copyright infringement stemming from production and/or use of these and any other designs that client has selected and approved for production.
6.3 Due to the iterative nature of custom lighting, the discovery process can occur during fabrication phase. Client shall be reasonable and flexible to design changes that affect buildability, safety, light performance, etc.
6.4 Client or agent is encouraged to inspect product at the factory as the normal course of final QA/QC before shipment, or can instead rely upon BYZANTIVM to make best efforts to provide images and videos of sufficient quality and lighting for effective remote inspection of product before shipment. If any issues are identified via the onsite or remote QA/QC process, BYZANTIVM shall make best efforts to resolve in a timely fashion. If client identifies areas that need remedying after client has received product, it shall be solely at the discretion of BYZANTIVM whether or not to remedy at BYZANTIVM's expense.
6.5 Upon delivery, client, designer(s), and/or assigns shall immediately inspect all crates, boxes, and packaging for any visible damage. Within 48 hours of delivery, the condition of all delivered materials must be photographically documented, including images of the exterior packaging, labels, and internal contents where applicable. Client, designer(s), and/or assigns shall sign and return a delivery note confirming that the goods have been received in good condition, or clearly noting any visible damage or discrepancies. If any crates or boxes show signs of damage, such damage must be fully documented with photographs and written notes prior to opening the packaging. Failure to inspect, document, and notify BYZANTIVM in writing of any damage or discrepancies within 48 hours of delivery shall constitute acceptance of the goods as-delivered and in good condition. After such point, BYZANTIVM shall not be held responsible for any damage or loss discovered aJer this inspection period that were not properly documented at the time of delivery. Scratches, cracks, blemishes, or other damage discovered after the 48-hour inspection period, and 'wear and tear,' are not covered by warranty, and do not constitute 'defects' under, the BYZANTIVM warranty. Before crating, BYZANTIVM will provide videographic and photographic evidence of articles being in show-ready condition. Articles will be carefully crated and immobilized to prevent damage in transit. However, outbound and inbound customs services have a long history of removing the articles from the crating for inspection, which can result in mishandling, blemishes, scratches, or worse. Client acknowledges this risk, acknowledges that such handling is out of BYZANTIVM's control, and client acknowledges that client will shoulder the costs to remedy.
6.6 Errors in photography or typography. BYZANTIVM makes best efforts to maintain accurate description, photographs, pricing, costs, production lead times, lengths of shipping intevals, etc., - whether on website, or in quotations, invoices, or in any written or verbal communications. Occasionally, an error in such communications may arise. BYZANTIVM will not absorb any cost increases stemming from any such errors or miscommunications.

SAFETY CERTIFICATIONS / RECOGNITION
7.1 If safety inspection / certification services costs increase, client shall be responsible for absorbing such cost increases.
7.2 If client opts to have BYZANTIVM product shipped to them with NO safety certification, client takes full responsibility over the inspection and certification processes and/or the legal / regulatory consequences of operating light fixtures without safety certification.

FINISH COLOR MATCHING, IMPERFECTIONS, and LED COLOR CONSISTENCY and SIZE DIMENSIONS
8.1 Client, designer(s) and assigns jointly and independently acknowledge and accept that BYZANTIVM will make best efforts to match the color and finish of samples provided by client, designer(s) and/or assigns, but accept that variations may be minor and perceptible.
8.2 Unless client has provided BYZANTIVM with the exact LED materials to employ in the fixtures (which we strongly recommend), client, designer(s) and/or assigns jointly and independently acknowledge and accept that LED CCT, color consistency and binning may feature some variations that can be perceptible. Client shall accept such variations as inescapable features of LED technology. Should client and/or assigns not be satisfied with the color temperature of LED in employ, client and/or assigns acknowledge and accept that BYZANTIVM shall not be held responsible for any costs for remedying.
8.3 BYZANTIVM will make best efforts to build to specified dimensions, deviation to +/- 2% in dimensions unless otherwise agreed upon in writing.
8.4 BYZANTIVM products feature artisanal craftsmanship, and as a result may exhibit small imperfections in the glass, finishes, etc. Once the fixtures are installed, these imperfections should not be visible to the casual observer, and client shall acknowledge this and accept fixture with said imperfections. Client and assigns jointly and separately acknowledge and accept that it at the sole discretion of BYZANTIVM whether or not to remedy at our expense.
8.5 Client and assigns jointly and separately acknowledge that RAL codes may appear different, from one provider to the next. Client acknowledges this and understands that BYZANTIVM will make all best efforts to provide true and accurate color representation, but cannot be held responsible for any perceptible color variations. It shall be solely at the discretion of BYZANTIVM whether or not to remedy at BYZANTIVM's expense.

FORCE MAJEURE
9.1 BYZANTIVM is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether formal war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, insurmountable material shortage, nationalization, material and sudden collapse of the value of currency employed for purchase, pandemic (real or generally perceived), government sanction, blockage, embargo, labor dispute, strike, lockout, government-mandated shutdown or cessation of activities interruption or widespread failure of electricity, Internet, or telephone service.

Text version of these terms available at www.BYZANTIVM.com/terms