

F4 Woodworks

Terms & Conditions of Sale

EK Design Services, LLC d/b/a F4 Woodworks

These Terms and Conditions govern all estimates, invoices, sales, custom orders, repair work, delivery, installation, and services provided by EK Design Services, LLC d/b/a F4 Woodworks (“Seller,” “we,” “our,” or “us”). By accepting an estimate, paying a deposit, placing an order, or accepting delivery of any product or service, the customer (“Buyer” or “Customer”) agrees to these Terms and Conditions.

1. Custom Nature of Our Work

Most products built by F4 Woodworks are handcrafted and made to order. Because every project is individually built, no two pieces will be identical.

Minor variations in dimensions, grain pattern, color, texture, finish, hardware placement, and other natural characteristics are normal and are not considered defects.

2. Estimates & Quotations

Written estimates are valid for thirty (30) days unless otherwise stated.

Pricing is based upon the information available at the time the estimate is prepared.

Should material costs, shipping costs, hardware costs, or project specifications significantly change before work begins, Seller reserves the right to revise the estimate.

3. Deposits & Payments

Custom projects require a minimum deposit of fifty percent (50%) before materials are ordered or production begins unless otherwise stated on the estimate.

Repair projects under \$250 require a minimum \$50 deposit.

Repair projects over \$250 require a 50% deposit.

The remaining balance is due immediately upon project completion and before delivery, installation, or pickup unless otherwise agreed in writing.

Seller reserves the right to suspend work if payments become overdue.

Invoices not paid within fifteen (15) days of completion may accrue interest at the rate of 1.5% per month or the maximum amount permitted under Florida law.

Buyer is responsible for reasonable attorney's fees, court costs, and collection expenses incurred in collecting unpaid balances where permitted by law.

4. Design Approval

Prior to production, Buyer is responsible for carefully reviewing and approving all drawings, dimensions, materials, finishes, hardware selections, colors, and specifications.

Once written approval has been provided, Seller will begin production.

Buyer assumes responsibility for approved dimensions and specifications.

Errors discovered after approval that require rebuilding or modification may result in additional charges.

5. Changes After Approval

Any requested changes after production has begun (Change Orders) must be submitted in writing.

Seller will determine whether requested changes are feasible.

Approved changes may result in:

- Additional labor charges
- Additional material charges
- Revised completion dates
- Updated invoices

Seller is under no obligation to accept changes once production has begun.

6. Lead Times

Estimated completion dates are estimates only.

While Seller makes every reasonable effort to complete projects on schedule, delays may occur because of:

- Material shortages
- Supplier delays
- Weather
- Equipment failure
- Illness
- Shipping delays
- Customer-requested changes
- Other circumstances beyond Seller's reasonable control

Seller shall not be liable for losses resulting from project delays.

7. Natural Wood Characteristics

Wood is a natural material.

Each piece of lumber is unique and may naturally contain:

- Grain variation
- Color variation
- Knots
- Mineral streaks
- Sapwood
- Figure
- Small checks
- Seasonal expansion and contraction
- Minor movement
- Texture variation
- Finish absorption differences

These characteristics are expected and enhance the uniqueness of each project.

Natural movement caused by humidity and seasonal changes is not considered a defect.

8. Customer-Supplied Materials

If Buyer provides lumber, slabs, hardware, or other materials, Seller is not responsible for hidden defects including but not limited to:

- Warping
- Moisture movement
- Internal stress
- Metal contamination
- Insect damage
- Cracks
- Structural weakness

Seller may refuse to use customer-supplied materials if they are unsuitable for the project.

9. Shipping, Delivery & Installation

Delivery dates are estimates.

Buyer is responsible for ensuring safe and adequate access to the delivery or installation location.

Additional labor caused by stairs, elevators, narrow hallways, inaccessible rooms, or unsafe jobsite conditions may result in additional charges.

Risk of damage transfers to Buyer upon delivery or pickup.

Buyer shall inspect all products immediately upon delivery.

Visible concerns should be reported within forty-eight (48) hours.

10. Pickup & Storage

If the customer is opting to pick up, completed projects should be picked up within fourteen (14) days after notification of completion unless otherwise agreed.

Beginning on the fifteenth day, Seller may charge storage fees of \$25.00 per day.

Projects remaining unpaid or unclaimed for ninety (90) days may be considered abandoned to the extent permitted by Florida law.

Seller reserves all legal rights regarding abandoned property.

11. Cancellations

Custom projects are built specifically for each customer.

Deposits become non-refundable once materials have been purchased or production has begun.

If Buyer cancels after work has begun, Buyer remains responsible for:

- Materials purchased
- Labor completed
- Custom fabrication already performed
- Any non-returnable components

Seller will provide a final accounting of work completed.

12. Returns

Because custom projects are built specifically for each customer, custom orders are non-returnable.

Stock items may be eligible for return only with Seller's written approval.

Returned products must be unused and in original condition.

Shipping charges are non-refundable.

13. Warranty

Seller warrants workmanship for one (1) year from the date of delivery.

This warranty covers defects resulting from Seller's workmanship.

This warranty does not cover:

- Normal wood movement
- Seasonal expansion or contraction
- Finish aging
- UV color changes

- Wear and tear
- Water damage
- Abuse
- Misuse
- Neglect
- Improper cleaning
- Improper storage
- Acts of God
- Unauthorized repairs or modifications

Seller's sole obligation under this warranty shall be repair or replacement of the defective workmanship at Seller's discretion.

14. Product Care

Wood furniture performs best in stable indoor environments.

Buyer agrees to maintain reasonable humidity levels and avoid prolonged exposure to:

- Standing water
- Direct sunlight
- Excessive heat
- Excessive moisture
- Outdoor exposure unless specifically designed for outdoor use

Failure to properly care for the product may void the warranty.

15. Limitation of Liability

To the fullest extent permitted by law, Seller's total liability shall never exceed the purchase price paid for the product giving rise to the claim.

Seller shall not be liable for incidental, indirect, consequential, special, or punitive damages including lost profits, business interruption, or loss of use.

16. Photography & Portfolio Rights

Seller may photograph completed projects before delivery or after installation.

Photographs may be used for Seller's portfolio, website, advertising, printed materials, and social media.

Seller will not disclose the Buyer's personal address or confidential information without permission.

Buyer may request in writing that Seller not publicly identify the project location.

17. Intellectual Property

All drawings, renderings, CNC files, design concepts, shop drawings, plans, templates, and original designs remain the intellectual property of Seller unless otherwise agreed in writing.

Buyer may not reproduce, manufacture, or commercially distribute Seller's designs without written permission.

18. Force Majeure

Seller shall not be responsible for delays or failure to perform caused by events beyond Seller's reasonable control including natural disasters, severe weather, supplier shortages, labor disruptions, governmental actions, transportation delays, pandemics, or similar events.

19. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

Any legal action shall be brought in the appropriate state or federal courts located within Florida unless otherwise required by law.

20. Dispute Resolution

The parties agree to first attempt to resolve disputes through good-faith negotiation.

If a resolution cannot be reached, either party may request mediation before filing suit.

Nothing in this section prevents Seller from pursuing collection of unpaid invoices or seeking emergency equitable relief where appropriate.

21. Entire Agreement

These Terms and Conditions, together with any approved estimate, invoice, design drawings, or written change orders, constitute the complete agreement between Buyer and Seller.

No verbal statements or prior discussions modify this Agreement unless confirmed in writing.

22. Severability

If any provision of these Terms and Conditions is determined to be unenforceable, the remaining provisions shall remain in full force and effect.
