

# Client Agreement & Warranty Terms

## Better by Design Custom Shading

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### 1. DESCRIPTION OF PROJECT AND INSTALLATION

#### Scope of Work

Better by Design Custom Shading agrees to perform all services and provide all materials as outlined in the Client's order, including:

- Delivery of window treatments
- Set-up, assembly, and unpacking
- Takedown and disposal of existing window treatments (where applicable)
- Installation of new window coverings

#### Installation

Client acknowledges and agrees that Better by Design Custom Shading may engage third-party installers, who operate as independent contractors, to perform some or all of the services outlined. All installations will take place during regular business hours unless otherwise arranged in writing.

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### 2. CLIENT REVIEW AND APPROVAL OF ORDER

Better by Design Custom Shading makes every reasonable effort to ensure that all product descriptions, specifications, and expectations are accurately communicated throughout the consultation and quoting process. However, the final invoice serves as the definitive and controlling document for all product and installation details.

By accepting the client estimate and paying a deposit, the client affirms that they have thoroughly reviewed and approved all listed products, materials, configurations, finishes, and installation details. It is the client's responsibility to carefully review this document and to request clarification or modifications *prior to paying deposit*. Better by Design Custom Shading shall not be held liable for errors, omissions, or discrepancies that were present on the order form but not brought to our attention before submission to production.

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### **3. PRODUCT-SPECIFIC EXPECTATIONS**

#### **Roller Shades (Inside Mount)**

Light gaps of up to 7/8" may occur on each side of the shade between the window jambs. This gap may be wider depending on window features such as trim or molding. A minor light gap may also be present above the fascia or cassette, depending on the opening's shape.

#### **Shutters, Venetian Blinds, Pirouettes, Silhouettes, and Luminettes**

Due to their design and function, light gaps are expected in the following areas:

*Shutters: Between louvers and frames*

*Venetian Blinds: Between slats and around route holes*

*Pirouettes/Silhouettes/Luminettes: Between vanes and along edges*

#### **Shutters – Color Selection**

Client confirms that the selected paint or stain color has been reviewed and approved, and is deemed suitable for the installation environment.

#### **Woven Wood Shades**

Woven wood shades are crafted from natural materials. Variations in color, weave, texture, and minor irregularities are inherent and should be expected. Unless edge banding is expressly selected, edges may fray or show wear over time.

#### **Color and Material Variations**

Due to differences in dye lots and manufacturing tolerances, the final product may vary slightly from showroom samples. These variations are considered normal and are not considered defects.

#### **Digital Representations**

Product colors, textures, or finishes viewed on digital devices or printed materials may not be true to life. Clients are encouraged to approve physical samples prior to finalizing selections.

#### **Environmental Factors**

Products may experience slight changes over time due to sunlight, humidity, or temperature fluctuations. This includes fading, material contraction or expansion, and minor warping. These are natural characteristics and not covered under warranty unless stated by the manufacturer.

#### **Motorization and Technology Integration**

Performance of motorized or automated products may vary depending on factors such as power supply, battery maintenance, wireless signal strength, and third-party automation integration. Ongoing upkeep of batteries and smart device connectivity is the responsibility of the client unless otherwise specified.

### **General Appearance**

Client acknowledges that all selected products, materials, and colors have been reviewed under appropriate lighting conditions and are deemed acceptable.

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## **4. WARRANTY COVERAGE**

### **1 year Limited Warranty – Better by Design Custom Shading**

Better by Design Custom Shading provides a limited warranty for a period of one (1) year from the date of installation. This warranty covers product adjustments and service issues related to the products. If installation services are included in the order, Better by Design Custom Shading guarantees the workmanship of the installation for one (1) year from the completion date. After that period, a service fee will apply to any technician visit—**regardless of whether the product remains under a manufacturer's warranty.**

Manufacturer warranties for products and components may extend beyond this period and typically cover parts or motor replacements but do not include on-site service or labor, which will be billed separately. Clients are encouraged to review the manufacturer's documentation or website for details regarding coverage terms and conditions.

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## **5. NOTICE OF CANCELLATION**

Clients may cancel this agreement without penalty within three (3) business days from the date of payment. If canceled within this period, any payments made will be refunded and any materials provided will be returned within ten (10) business days.

### **Important:**

Most orders are submitted to the manufacturer within 24 hours of approval and are often placed into immediate production. While Better by Design Custom Shading will make reasonable efforts to halt production upon request, the client will be responsible for any non-refundable manufacturer costs incurred before the cancellation is processed.

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## **6. DISCLAIMER & LIMITATION OF LIABILITY**

Except as expressly stated in this agreement, Better by Design Custom Shading disclaims all other warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Under no circumstances shall Better by Design Custom Shading be liable for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to loss of profits, delays, or third-party claims, even if advised of the possibility of such damages.