

QUOTATIONS

- Quotations are valid for 1 month barring errors or omissions
- Freight is not included in the price of fixture
- Pricing subject to change
- Any customs duties and taxes are the client's responsibility

CUSTOMISATIONS

- Customisations to products outside the standard specifications may be possible.
- All requests for customisations must be submitted in writing and are subject to approval.
- Additional lead time and charges apply.

SPECIFICATIONS

- All drawings, dimensions, samples, descriptive matter and specifications are intended as a guide only. LOST PROFILE reserves the right to change, alter, improve or modify the design, dimensions or construction of any item without notice.

ORDER CONFIRMATION/INVOICE

- An order confirmation/invoice will be forwarded to you in acknowledgement of receipt of your order.
- This document supersedes all prior correspondence in relation to your order (verbal, written, graphic or otherwise).
- This document includes freight charges and any handling, insurance or freight related charges.
- Once payment is made, we will proceed with your order as per the invoice, unless we receive written notification of any requested changes.

ORDER AMENDMENTS

- We are only able to make changes to your order if manufacturing has not already started.
- Once your order has been confirmed, any request for subsequent changes must be sent in writing.
- Variations or cancellations of confirmed orders may incur charges.

LEAD TIMES

- We will provide you with an estimated delivery time upon placement of your order.
- Please contact us for current lead time estimates.
- Failure to provide all relevant information requested may delay lead times.
- Lead times are an estimate and commence upon receipt of deposit payment.
- LOST PROFILE shall not be liable for production delays caused by fire, flood, strike or other labour difficulty, act of God, act of any governmental authority, act of the purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labour, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond reasonable control.
- If any such event occurs, we may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available product or cancel any purchase order.
- Whilst we will make every effort to achieve nominated delivery dates, delays do not constitute a breach of contract and LOST PROFILE is in no way liable for any resulting damages

PAYMENT

- Our standard payment terms are 50% deposit payment of invoice upon placement of order.
- We prefer EFT but also accept Mastercard and Visa, Paypal.

DELIVERY

- Delivery will be arranged once goods are ready for despatch.
- All customs duties and taxes are the client's responsibility.
- Once an order is dispatched and tracking numbers sent, it is the client's responsibility to track the item online and ensure it cleared by Customs at their end.
- Transit times are beyond our control.
- The freight charge covers a single delivery at ground level during normal weekday delivery hours.
- Customers are responsible for ensuring that all goods have free and easy access to their intended destination.
- Cancellation of a booked delivery is subject to a cancellation fee equivalent to the standard delivery price, should notice be given later than 24 hours prior to the booked delivery date.
- If you are unable to accept delivery within 7 days from our first call following the completion of your order, a storage fee may be charged.
- Storage fee of 1% of the value of goods per month or \$100 AUD per month (whichever is higher) may be charged.

INSPECTION

- Inspection of products is required upon delivery.
- We will not be responsible for any damage by couriers, freight handlers or shipping companies.
- Damages must be documented and reported within 7 days of receipt.
- We are not responsible for repair or replacement of damages reported after this time.
- Purchaser must document any damages on the delivery receipt upon delivery, along with photographs of the item/s and packaging.
- If damage has occurred during shipping all packaging must be retained by receiver, failure to do so may invalidate any claim.

DAMAGES

- We are not responsible for the following:
- Damage caused by improper installation or assembly by the customer or customer's agent.
- Damage caused by improper cleaning solutions or methods.
- Damage caused by exposure to weather or improper environment.
- Changes in the appearance of waxed or unlacquered finishes- these finishes are designed to age and patinate in appearance.
- Any costs of installation, removal or reinstallation.
- Restoration or repair work.
- Any parts or components purchased separately and not supplied by LOST PROFILE
- Insurance claims will require clear and detailed photographic evidence to prove a claim.
- All packaging must be retained to process an insurance claim.

MATERIAL VARIATION

- Raw brass components are made in different factories according to their form - whether they are extrusion, sheet, machined, cast, etc. There will always be slight colour variation between different components used to assemble the fixtures.
- Slight colour variation will not be accepted as a reason to reject an item produced by LOST PROFILE.
- LOST PROFILE light fixtures are industrially inspired, and we employ a combination of hand-made and industrial fabrication techniques to create them. This means we pass minor machining marks, machine oil marks, variations in surface finish, minor blemishes to glass surfaces, etc. We see these unique variations in our fixtures to be part of the history of the pieces, and not as flaws.

RETURNS

- We do not offer returns or refunds if you simply change your mind or make a wrong decision.
- You can choose between a replacement, refund, exchange or credit where goods are faulty, have been wrongly described or dramatically different to the product displayed on the website.
- We are not able to offer returns on customised fixtures.
- Returning stock items incur a restocking fee of 20%.

CANCELLATIONS

- LOST PROFILE reserves the right to cancel any order at any time for whatever reason, in which case any/all funds paid by purchaser will be returned.
- Orders may only be cancelled by the purchaser in writing within 24 hours of order placement. If Purchaser chooses to cancel once the 24 hour cancellation window has passed they receive a part refund less 25% admin fee and manufacturing costs if the project has started.

WARRANTY

- LOST PROFILE light fixtures are guaranteed for 3 (three) years after receipt of product (not installation) against mechanical defects. LOST PROFILE will repair or replace defective components or product. All fixtures have voltage and allowable wattage labelled clearly. Use of incorrect lamps, or any lamps that are not LED, will void warranty.
- Product failure due to incorrect installation will void warranty - i.e. powering the fixture with anything other than the LED driver supplied with the product.

TERMS & CONDITIONS

- Any sales made are expressly conditional upon Purchaser's agreement to the terms and conditions in this document.
- These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of LOST PROFILE.
- These terms and conditions supersede any prior and/or contemporaneous agreements or correspondence between Purchaser and Seller.
- Seller reserves the right to change the Terms without notice.

LEGAL COMPLIANCE

- Purchaser is solely responsible for compliance with all laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use and operation of the products.
- This document is given in addition to consumer guarantees and cannot exclude these rights.

LIMITATIONS OF LIABILITY

- LOST PROFILE, it's contractors and subcontractors or suppliers of any tier shall not be liable to Purchaser for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement.
- Purchaser's remedies set forth herein are exclusive and the liability of Seller with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based.
- To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply.
- In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

QUESTIONS?

- Please contact info@lostprofile.net for full details. You can also call +61 (0)413 476 955 or visit us at 13 Warner Street, Coburg North, Victoria 3058 Australia.